



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSALS

COLLECTION SERVICES

RFP 21-670-001

PROPOSAL SCHEDULE

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| RFP Posted to BidNet | November 16, 2020 |
| Questions due in BidNet | December 1, 2020, 2:00 p.m. MST |
| Q&A Posted to BidNet | December 3, 2020 |
| RFP Closing Date | December 16, 2020 2:00 p.m. MST |
| Service Provider Interviews (if applicable) | TBD |

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**REQUEST FOR PROPOSALS
COLLECTION SERVICES
RFP 21-670-001**

Poudre School District (the District) is requesting electronic proposals from professional and qualified Service Providers to provide services including but not limited to:

- Collection on returned checks due to Non-Sufficient Funds (NSF), return to maker, stop payment, unable to locate account, counterfeit, etc.,
- Process returned checks for collections and,
- Process collections that require these services, Facilities Rentals, Child Nutrition, Tuition (Preschool, Ascent), Payroll (Employee Overpayments), School Based (Cheer, Dance, Textbooks, IT), Other, each of these to be known as Group throughout this RFP. There is potential for expanding this service to include additional groups.

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 2:00 p.m. MST on December 1, 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 December 16, 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 PROPOSALS
COLLECTION SERVICES
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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
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 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.

Below is general historical collections data for the District. These figures are for informational purposes only and are no indication or guarantee of future volume.

| Description | 2016 | 2017 | 2018 |
|--------------------------------------|-------------|-------------|-------------|
| Amount Listed (Acct. Recv.) | \$13,028 | \$11,278 | \$6,898 |
| Accounts Listed (Acct. Recv.) | 150 | 94 | 74 |
| Dollars Collected (Acct. Recv.) | \$7,742 | \$7,678 | \$897 |
| Amount Listed (Facility Rentals) | \$8,397 | \$1,608 | \$11,703 |
| Accounts Listed (Facility Rentals) | 43 | 19 | 71 |
| Dollars Collected (Facility Rentals) | \$6,034 | \$734 | \$2,673 |
| Amount Listed (Child Nutrition) | \$33,891 | \$46,146 | \$53,970 |
| Accounts Listed (Child Nutrition) | 225 | 290 | 302 |
| Dollars Collected (Child Nutrition) | \$9,416 | \$8,511 | \$6,903 |

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.
- 1.14 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 Contractor's services, with or without prior notice.
- 1.15 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.
- 1.16 Service Providers 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.
- 1.17 No subcontracting of accounts by the Service Provider will be permitted.
- 1.18 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.
- 1.19 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.
- 1.20 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.21 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.
- 1.22 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.

- 1.23 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, a contract may be negotiated and awarded to that Service Provider.
- 1.24 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.
- 1.25 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 1.28 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.
- 1.26 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the Agreement for each one (1) year term. Pricing will remain fixed and firm for the initial term and all extensions of the agreement.
 - 1.26.1 Extension of the contract beyond the initial period is a District prerogative and not a right of the Service Provider.
- 1.27 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.
- 1.28 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.

1.29 Independent Service Provider

- 1.29.1 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.
- 1.29.2 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.
- 1.29.3 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.

1.30 Certification Regarding Illegal Aliens

- 1.30.1 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).
- 1.30.2 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.

1.31 Fingerprinting and Background Checks

1.31.1 Prior to and as a condition of the provision of any Services under this 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 this 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.

1.32 Non-Disclosure of Confidential Information

1.32.1 Service Provider understands that while performing Services under this 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 this 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 section 1.32.1, 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.

1.33 Qualifications of Service Provider

1.33.1 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.

1.33.2 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.

1.34 Miscellaneous

1.34.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Service Provider, the recommended Service Provider will work with the District's Contract Administrator to successfully negotiate a contract/agreement.

1.34.2 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.

1.34.3 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.

1.34.4 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.

1.34.5 In the event the awarded Service Provider 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 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.

- 1.34.6 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.
- 1.34.7 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.
- 1.34.8 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.
- 1.34.9 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.

1.35 Cooperative Purchasing Efforts

- 1.35.1 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.

1.35.2 These organizations include:

- a. Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- b. 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.
- c. 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.

1.35.3 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 Service Provider. 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 Service Provider 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.

1.36 The Contractor 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.

1.36.1 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 Contractor's services, with or without prior notice.

2.0 SCOPE OF WORK AND REQUIREMENTS

Poudre School District (the District) is requesting electronic proposals from professional and qualified Service Providers to provide collection services including but not limited to:

2.1 Collection on returned checks due to Non-Sufficient Funds (NSF), return to maker, stop payment, unable to locate account, counterfeit, etc.,

- 2.2 Process returned checks for collections and,
- 2.3 Process collections that require these services, Facilities Rentals, Child Nutrition, Tuition (Preschool, Ascent), Payroll (Employee Overpayments), School Based (Cheer, Dance, Textbooks, IT), Other, each of these to be known as Group throughout this RFP. There is potential for expanding this service to include additional groups.
- 2.4 General Requirements
 - 2.4.1 The Service Provider shall conduct collection services for the District, as directed and assigned by the District's Finance Department.
 - 2.4.2 The District firmly believes in a positive approach in dealing with debtors. The Service Provider shall not use tactics which may be interpreted as harassment, demeaning or reflect poorly on the District's collection efforts.
 - 2.4.3 The Service Provider shall use considerate and respectful, yet effective means to solicit payment from debtors, and receive a successful rate of recovery on District accounts
 - 2.4.4 The Service Provider will reach out to District staff for additional information, if needed, and then continue to lead the collection efforts.
 - 2.4.5 Customer support shall be available during agreed upon business hours for both the District and debtors.
 - 2.4.6 The Service Provider will be available for periodic meetings, either virtual or in person, if requested by the District.
- 2.5 Legal Requirements
 - 2.5.1 The Service Provider shall handle and process all accounts referred by the District, in strict conformity with all applicable Federal and Colorado State laws, and any applicable laws that may be enacted.
 - 2.5.2 The Service Provider shall not initiate any legal action against debtors without the District's prior written consent. The District does not pursue litigation with the majority of collections.
- 2.6 Confidentiality of Records
 - 2.6.1 Data files and records of the District are of a confidential nature. The Service Provider's employees assigned to these cases shall only be allowed access as needed for their duties related to the contract. The Service Provider shall maintain positive policies and procedures for safeguarding the confidentiality of such information.

2.6.2 Service Provider may be liable civilly or criminally under privacy legislation for unauthorized release of such information. The Service Provider shall maintain confidentiality of all documents and information provided to the Agency by the District, except as to disclosure required by State and Federal laws and regulations, and as stipulated by the Agreement.

2.7 Payment Schedule and Reports

2.7.1 Collections obtained will be remitted to the District quarterly and include a report and is due within two (2) weeks after the end of the quarter (March 31, June 30, September 30, December 31).

2.7.2 The Service Provider will invoice the District on a quarterly basis for their fees and is due within two (2) weeks after the end of the quarter (March 31, June 30, September 30, December 31). Minimum payment terms for the District shall be net 30. If your agency allows payment of invoices beyond net 30, please indicate in your response.

2.7.3 The Service Provider shall have a comprehensive computerized system to report account status, collection statistics and other information as required by the District on a daily, weekly, monthly, quarterly and annual basis and additional reports that may be required by the District. The computerized system shall include a client portal that the District has access to.

2.7.4 The Service Provider shall be flexible in accommodating program changes as required by the District.

2.7.5 Remittance reports, in a format responsive to the District's needs, shall accompany the payments to District.

2.7.6 Report information required should include all requirements below, but not be limited to the following:

2.7.6.1 District Identifier Number

2.7.6.2 Debtor's Name

2.7.6.3 Account Number

2.7.6.4 Date Paid

2.7.6.5 Amount Paid

2.7.6.6 Balance Due

2.7.6.7 Account Status

- 2.7.7 All reports must be in a format responsive to the District needs and in accordance with current laws.
- 2.7.8 Service Provider shall be flexible in accommodating report changes as required by the District.
- 2.8 Required Information and Qualifications. 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 check collection services and non-payment collections. Service Provider must provide evidence and demonstrate competence by providing the following information within their RFP response:
 - 2.8.1 Provide a summary of your company history.
 - 2.8.2 The District prefers Service Provider have a minimum of five (5) years of debt collection experience. This is a preference and not a requirement.
 - 2.8.3 Provide a copy of current registration with the State of Colorado showing the company is registered as a collection agency.
 - 2.8.4 Provide a copy of the current business license from the city wherein the agency is based. In the event multiple branch offices exist, then from the city(ies) wherein the branch or branches assigned to serve the District is/are located.
 - 2.8.4.1 The District prefers to have a local office/branch in northern Colorado, so the office/branch can have local presence and compassion for the community and can better assist the District's patrons. This is a preference and not a requirement.
 - 2.8.5 Provide a copy(ies) of current membership with the Association of Credit and Collections Professional (ACA).
 - 2.8.6 No subcontracting of accounts by the Service Provider will be permitted.
 - 2.8.7 Provide a copy of the agency's written policy and procedures on collection services. Also provide any policies and procedures related to the handling of confidential information. Include your approach to collecting from parents and school patrons.
 - 2.8.8 Provide a copy of the agency's written policy and procedures for safeguarding confidential information of parents and school patrons.

- 2.8.9 Discuss how your agency will handle sensitive customer relations to maintain the District's integrity with its patrons.
- 2.8.10 Provide copies of sample reports (including at minimum the items noted in section 2.7).
- 2.8.11 The District shall have access to an online client portal to access up to date information on the District's account. Service provider shall provide detailed print screens of functionality of online client portal and the types of information the District will have access to.
 - 2.8.11.1 Service Provider shall confirm how often the information on the client portal is updated.
 - 2.8.11.2 Service Provider shall provide the District with demo account log in credentials as part of their RFP response, so the District can explore capabilities within the portal during evaluation of RFP responses.
- 2.8.12 Provide samples of collection letters to satisfy scope of services.
- 2.8.13 Describe in detail (flow chart) of process and procedure for returned checks, returned checks for collections and non-payment collections. Provide general timelines for NSF and checks that are forty-five (45) days or older.
 - 2.8.13.1 The Service Provider's processes for handling NSF and stale dated checks shall be fully automated. The District is looking for checks to go directly from the bank to the Service Provider and not to the District to forward on. The Service Provider will provide the District information on any of the checks that won't be collected on (ex. checks that are 45 days old).
- 2.8.14 Provide overall collection recovery rate percentage for the past three (3) years, including the total number of checks worked and their total value.
- 2.8.15 Provide template of what information is required by company for the Groups before processing for non-payment collections can occur.
- 2.9 Value Added/Additional Service (Optional)
 - 2.9.1 If available, describe any value added/additional services that the Service Provider suggests for the District for this program.

- 2.9.2 Describe any other designations, certifications or licenses that the Service Provider possesses that are related to this service.
- 2.9.3 Describe any solutions to issues that the Service Provider believes the District will encounter with this program.

3.0 COST PROPOSAL

- 3.1 The Service Provider's cost proposal shall clearly state the fee(s) and/or percent commission for collections. If there are additional fees associated with returned checks and/or other accounts, these shall be clearly identified in Service Provider's cost proposal. The stated fee(s) shall cover any and all costs incurred by the Service Provider for the performance of comprehensive collection services as stated in this RFP. No fee shall be charged for accounts not collected.
- 3.2 Service Provider's fees and/or percent commission shall include all legal fees if litigation is required and approved by the District. The District will not be billed separately for legal fees.
- 3.3 Fee(s) and/or percent commission will remain fixed and firm for the initial term of the agreement as well as renewal options, if exercised.
- 3.4 Provide fees associated with any of the value add or additional services as described in Section 2.9.

4.0 EVALUATION AND AWARD OF CONTRACT

The District intends to award the contract to one (1) 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. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

- 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 Cost(s) of services.

- 4.1.5 Ability of Service Provider to balance collection of funds with ability to handle sensitive customer relations while maintaining the District's integrity with its patrons.
- 4.1.6 Reference checks (for top Service Provider(s)).
- 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 (Ft. Collins, Colorado).
 - 4.2.1 The determination of whether to conduct interviews with the finalist(s) shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the proposals.
 - 4.2.2 Any Service Provider selected for an interview will be expected to make an introductory presentation followed by a question and answer period. The District will not reimburse any travel related or other expenses related to an interview.
- 4.3 The successful Supplier will be required to enter into an agreement prior to the start of project work.
 - 4.3.1 Supplier may provide their proposed contract mechanism for District review as an exhibit to their response.
 - 4.3.2 The District may negotiate the proposed contract or may incorporate terms from the Supplier's contract into a District agreement.

5.0 **REFERENCE FORM**

**REQUEST FOR PROPOSAL
COLLECTION SERVICES
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References are mandatory – List three (3), non-Poudre School District, K-12 education market references, for which your company has completed similar services for projects of similar scope. The District may contact these references during the evaluation process. **Client reference letters 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.

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 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.

7.3.3 Confirm subcontractors will not be used on District related accounts, as stated in section 1.17.

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 Location(s) of offices, identify which will be the primary location for our account.

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 our account.

7.5 **Service Provider’s Approach**

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

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

7.5.3 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.

7.5.4 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.

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 21-670-001."

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
COLLECTION SERVICES
RFP 21-670-001**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on December 16, 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 be considered non-responsive and ineligible for the award.