



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSALS

PAY EQUITY COMPLIANCE SERVICES

RFP 21-690-001

PROPOSAL SCHEDULE

RFP Posted to BidNet	December 17, 2020
Questions due in BidNet	January 5, 2021, 2:00 p.m. MST
Q&A Posted to BidNet	January 7, 2021
RFP Closing Date	January 12, 2021 2:00 p.m. MST

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**REQUEST FOR PROPOSALS
PAY EQUITY COMPLIANCE SERVICES
RFP 21-690-001**

Poudre School District (the District) is requesting electronic proposals from professional and qualified Service Providers to perform a comprehensive analysis of its compliance with the Colorado Equal Pay for Equal Work Act to provide guidance to the district concerning acceptable compensation practices in order to proactively and in good faith support pay equity.

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 January 5, 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 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 January 12, 2021, 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,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

**REQUEST FOR PROPOSALS
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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.

Poudre School District (the District) employs approximately 3,000 regular (benefit-eligible) staff over the course of an academic year. There are approximately 225 unique classified positions and 60 unique professional and administrative positions in the District, consisting of employees represented by two labor associations. Classified employees, such as school secretaries, child nutrition workers, educational assistants, bus drivers, and custodians, are represented by the Association of Classified Employees (ACE), which has a collective bargaining agreement with the District setting forth compensation and benefits for classified staff members. The Poudre Association of School Executives (PASE) represents administrators and professional staff which includes principals, directors, assistant directors, and management positions and has a collective bargaining agreement addressing their wages and benefits. The compensation and benefits of teachers, nurses, licensed specialists, school counselors, and the extra duty positions related thereto is set forth primarily in a collective bargaining agreement with the Poudre Education Association (PEA) and will not be part of this project.

The Human Resources Department is responsible for developing position descriptions and maintaining a system of classification and compensation.

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's services, with or without prior notice.
- 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 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.
- 1.16 Service Provider must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Service Provider fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Service Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Service Provider. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.17 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.
- 1.18 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.
- 1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.

- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 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.
- 1.24 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 1.27 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.
- 1.25 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.
- 1.25.1 Extension of the contract beyond the initial period is a District prerogative and not a right of the Service Provider.

- 1.26 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.
- 1.27 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.
- 1.28 Independent Contractor
- 1.28.1 The Service Provider shall provide the services as an independent Contractor 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.
- 1.28.2 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.
- 1.28.3 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.
- 1.29 Certification Regarding Illegal Aliens
- 1.29.1 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).

1.29.2 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.

1.30 Qualifications of Service Provider

1.30.1 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.

1.30.2 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.

1.31 Miscellaneous

1.31.1 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.

- 1.31.2 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.
- 1.31.3 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.
- 1.31.4 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.
- 1.31.5 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.
- 1.31.6 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.
- 1.31.7 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.
- 1.31.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we

have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

1.32 Cooperative Purchasing Efforts

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

1.32.2 These organizations include:

- 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.

1.32.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the 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.

2.0 **SCOPE OF WORK AND REQUIREMENTS**

Poudre School District (the District) is requesting electronic proposals from professional and qualified Service Providers to provide a comprehensive analysis of its compliance with the Colorado Equal Pay for Equal Work Act to provide guidance to the district concerning acceptable compensation practices in order to proactively and in good faith support pay equity. As well provide – a corrective action plan including recommended adjustments and

identifying factors contributing to the disparity of any inequities for future prevention. Major purposes of the project also include but are not limited to:

- 2.1 Assisting Human Resources in the development of cohesive compensation strategy and plan that is equitable, responsive to the financial conditions of the district, capable of addressing internal equity conditions, and that addresses the varied nature and requirements of classified, professional, and administrative positions in a school district.
- 2.2 Assess and make recommendations concerning the district's pay practices, policies and contract language.
- 2.3 Assisting the Human Resources Department in the development of internal capacity.
- 2.4 Services shall include all data processing and pay equity analysis, production costs, analysis of data and statistical reports and unlimited phone consultation throughout the process.
- 2.5 General Requirements
 - 2.5.1 The Service Provider shall conduct a Pay Equity Study of all District classified, professional, and administrative job positions to perform or provide the following service including but not limited to:
 - a. Preliminary review of policies, practices, and collective bargaining agreements.
 - b. Meet with HR regarding goals, challenges, and communication planning.
 - c. Create project plan including deadlines.
 - d. Develop data collection tool needed to comply with Colorado Equal Pay for Equal Work Act.
 - e. Collect data – which may involve conducting group or individual interviews, job description questionnaires, and review of current salaries and employee demographic information.
 - f. Organize positions into job groups to evaluate equity amongst employees engaged in comparable work while complying with state and federal regulations.
 - g. Review compensation information to assess factors that may legally justify pay disparities.
 - h. Complete a job title pay equity analysis by both race and gender.
 - i. Identify potential compensation inequities among employees performing comparable work.
 - j. Provide a final report of recommendations to Human Resources about equity adjustments to eliminate any areas of concern, identify any other areas of potential pay equity concerns, pay equity best practices to avoid future liability and maintain compliance with the Colorado Equal Pay for Equal Work Act. This should also include a

cost for implementation as well as a plan for implementation, including a communications plan.

- 2.5.2 Make detailed recommendations concerning PSD's compensation structures and philosophy, including numbers and types of classifications; number of pay ranges (and pay steps if applicable) and the weight given to internal equity and external market comparisons; mechanisms for identifying and addressing misalignment; mechanisms for responding to changed market conditions; basis for determining and changing salary ranges; Recommendations shall consider existing collective bargaining obligations and financial conditions of the district and comply with law and best practices.
- 2.5.3 Develop comprehensive compensation plan and educational guide for Human Resources and provide training and tools to Human Resources to maintain plan and pay equity in the future. Recommend policies, guidelines, and procedures for administration, including how new employees' wages/salaries are determined, and how employees advance through salary ranges.

2.6 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 Pay Equity Compliance Services. Service Provider must provide evidence to the following within their RFP response:

- 2.6.1 Provide a summary of your company history.
- 2.6.2 The District prefers the Primary consultant have a minimum of five (5) years' experience in evaluating positions, developing compensation systems, and conducting compensation studies for public sector entities, including conducting pay equity audits, analysis and providing recommendations for corrective action.
- 2.6.3 Knowledge of federal and Colorado state laws relating to compensation practices, specifically knowledge of the Colorado Equal Pay for Equal Work Act.
- 2.6.4 Demonstrated knowledge of compensation practices and policies.
- 2.6.5 Demonstrated knowledge of and experience developing compensation plans in a Colorado public sector unionized context.
- 2.6.6 Demonstrated knowledge of compensation practices and policies for public education intuitions, and school districts with collective bargaining agreements.

2.6.7 Capacity to complete work within six months of date of award.

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.

2.7.3 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 not to exceed fee for this service.

3.2 The stated fee shall cover any and all costs incurred by the Service Provider for the performance of comprehensive Pay Equity Compliance Services as stated in this RFP.

3.3 Provide fees associated with any of the value add or additional services as described in Section 2.7.

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 Providers 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 that demonstrates ability to meet requirements in the Scope and Work Requirements section of this solicitation.

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 Service Provider's capacity to complete the project on time.
- 4.1.6 Reference checks as necessary.
- 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.

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5.0 **REFERENCE FORM**

**REQUEST FOR PROPOSAL
PAY EQUITY COMPLIANCE SERVICES
RFP 21-690-001**

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.

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

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.

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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.

7.4 **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 21-690-001.”

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.

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8.0 **PROPOSAL CERTIFICATION**

**REQUEST FOR PROPOSAL
PAY EQUITY COMPLIANCE SERVICES
RFP 21-690-001**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on January 12, 2021.

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.