



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

### **REQUEST FOR PROPOSALS**

#### **SUPPLIER VERIFICATION AND MANAGEMENT AND CONTRACT MANAGEMENT SOLUTIONS**

**RFP 22-670-001**

#### **PROPOSAL SCHEDULE**

<b>RFP Posted to BidNet</b>	<b>August 19, 2021</b>
<b>Questions due in BidNet</b>	<b>September 1, 2021, 2:00 p.m. MT</b>
<b>Q&amp;A Posted to BidNet (tentatively)</b>	<b>September 3, 2021</b>
<b>RFP Closing Date</b>	<b>September 15, 2021, 2:00 p.m. MT</b>

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**REQUEST FOR PROPOSALS  
SUPPLIER VERIFICATION AND MANAGEMENT AND CONTRACT  
MANAGEMENT SOLUTIONS  
RFP 22-670-001**

Poudre School District (the “District”) is requesting electronic proposals from professional and qualified service providers (“Service Provider”) to provide Supplier Verification and Management and Contract Management Solutions either integrated as one solution or as standalone solutions.

The District shall provide copies of this Request for Proposal (“RFP”) to Service Providers through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) (“BidNet”) 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. MT on September 1, 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](http://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](http://www.bidnetdirect.com) electronic solicitation portal on or before 2:00 p.m. MT on September 15, 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](mailto:jbabcock@psdschools.org)

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**REQUEST FOR PROPOSALS  
SUPPLIER VERIFICATION AND MANAGEMENT AND CONTRACT  
MANAGEMENT SOLUTIONS  
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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

**GENERAL INFORMATION**

The District is seeking solutions for two areas which currently have primarily manual processes that are inefficient and time consuming. Through automation of these processes the District will realize better efficiencies and reduction of time which may be provided through a single integrated system or through standalone modules.

There are costs and risks associated with onboarding suppliers, managing contracts, updating supplier records and making supplier payments, particularly electronic payments. With increases in phishing, stronger and more frequent attacks on network infrastructure and bolder ransomware attacks, the risks associated with making electronic payments has gone up significantly.

The District seeks a supplier verification and management service that can both verify supplier details, including bank accounts, and provide a platform for managing supplier information while facilitating supplier communication and interaction. Ideally this service would leverage various external data sources for verification while consolidating supplier details across many entities, to provide a robust system that is safer and more efficient for all parties involved. The

system should also be able to analyze new supplier data against existing employee information to ensure that employees are not also being paid as suppliers and identify potential conflict of interest situations.

Currently the District does not have a contract management solution and is managing many aspects in a manual format, causing inefficiencies in working processes.

The District utilizes PowerSchool BusinessPLUS; currently running version 7.11.1.1 with an upgrade to cross-browser version 20.11/21.X anticipated in the next 6-18 months. The supplier verification and management service must integrate with BusinessPLUS to ensure the Person/Entity Database is complete and accurate.

This system must be capable of efficiently onboarding approximately 750 new suppliers per year and maintaining approximately 6,000 total active suppliers. The District has contracts with many large suppliers; however, the majority are small businesses and individuals acting as independent contractors.

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## **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, its employees, representatives, and subcontractors, agrees to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 1.7 If applicable, 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 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 The Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.
- 1.13 Health Standards. The Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases 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 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.
  - 1.13.2 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 complete the Reference Form included in this solicitation as described.
- 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, 2022, 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.

- 1.26 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**

The District is requesting proposals from professional and qualified Service Providers to provide supplier verification and Management and contract management solutions either integrated as one solution or as standalone solutions.

Specifics for the supplier verification and management system are outlined in the attached Exhibit A.

Specifics for the contract management system are outlined in the attached Exhibit B.

2.1 Value Added/Additional Service (Optional)

The District is interested in maximizing professional services contracts as they relate to achieving additional value that would further benefit the District and its operations. As such, Service Providers are encouraged to consider, develop, and propose value-added concepts, programs, components and the like that would further enhance the request represented in this RFP.

2.1.1 If available, describe any value added/additional services that the Service Provider suggests for the District for this program.

2.1.2 Describe any other designations, certifications, or licenses that the Service Provider possesses that are related to this service.

2.1.3 Describe any solutions to issues that the Service Provider believes the District will encounter with this program.

2.2 Timeline

2.2.1 The expected go-live date is December 1, 2021, for the supplier verification and management system.

2.2.2 The expected go-live date is December 31, 2021, for the contract management module or system.

**3.0 COST PROPOSAL**

3.1 Costs proposed are to be all inclusive.

3.2 Provide one-time costs, ongoing costs and costs associated with any of the value add or additional services as described in Section 2.2 for each system and for an integrated solution of both systems if applicable.

<b>Supplier Verification and Management Solution</b>	Year 1	Year 2	Year 3	Year 4	Year 5
Total One Time Costs					
Total Ongoing Costs					

Costs for value-add or additional services					
--	--	--	--	--	--

<b>Contract Management System</b>	Year 1	Year 2	Year 3	Year 4	Year 5
Total One Time Costs					
Total Ongoing Costs					
Costs for value-add or additional services					

<b>One Integrated System with Both Solutions</b>	Year 1	Year 2	Year 3	Year 4	Year 5
Total One Time Costs					
Total Ongoing Costs					
Costs for value-add or additional services					

**4.0 EVALUATION AND AWARD OF CONTRACT**

The District intends to award the contract to one (1) or more Service Provider(s) for these services; 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 Responses will be individually evaluated based on the criteria included in section 2 and in section 3. The District will consider solutions which can integrate both systems, as well as each system separately. Initial scores will be calculated excluding references. These initial scores will be used to select firms for reference checks and possible presentation and interview. Once interviews are concluded (if necessary), the

evaluation scoring may be adjusted up or down based on information learned during the interviews and reference checks. Scoring will factor into the final award decision.

4.1.2 Any added-value components deemed to be of importance to the District may be used to discern between firms that are tied.

4.1.3 Poor references may disqualify a firm at the consensus of the evaluation team.

4.2 The District plans to interview selected 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 District may request for the service provider to demonstrate one or more system.

4.4 Once the evaluation(s) are complete and the Intent to Award has been issued to the recommended Service Provider(s), the recommended Service Provider(s) will work with the District's Contract Administrator to successfully negotiate a District agreement.

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**5.0 REFERENCE FORM**

**REQUEST FOR PROPOSAL  
SUPPLIER VERIFICATION AND MANAGEMENT  
AND CONTRACT MANAGEMENT SOLUTIONS  
RFP 22-670-001**

Support relevant experience by providing three references from K-12 or other governmental institutions. K-12 is experience is preferred but consideration will also be given to experience with other governmental entities, non-profits, and institutions of higher education. References must include the length of time the firm provided service to the institution, phone number and email address of main contact.

5.1 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe length of time and service performed \_\_\_\_\_  
\_\_\_\_\_

5.2 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe length of time and service performed \_\_\_\_\_  
\_\_\_\_\_

5.3 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe length of time and service performed \_\_\_\_\_  
\_\_\_\_\_

## 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  
2407 Laporte Ave  
Ft. Collins, CO 80521  
Please Email to: [risk@psdschools.org](mailto:risk@psdschools.org)

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

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal/Advertising Injury \$2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

### **Professional Liability**

#### Minimum Limits

- Each Occurrence or Wrongful Act Limit \$1,000,000
- Annual Aggregate Limit \$3,000,000
- In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis 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.

- Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

**Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)**

Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider’s services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

**Workers’ Compensation and Employers’ Liability\***

If Service Provider is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

- a. State of Colorado Statutory
  - b. Employer’s Liability \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee
  - c. Waiver of subrogation in favor of Poudre School District R-1.
- 6.1 Service Provider shall indemnify and hold harmless the District and the District’s Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider’s operations, provision of services

and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this contract shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

## **7.0 MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals *must* be organized in the manner specified below.

### **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 criteria defined in Exhibit A and Exhibit B. Work plans may be submitted for each system or for an integrated solution that includes both systems if applicable.

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

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 22-670-001.”

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.

--Intentionally left blank--

8.0 **PROPOSAL CERTIFICATION**

**REQUEST FOR PROPOSAL  
SUPPLIER VERIFICATION AND MANAGEMENT  
AND CONTRACT MANAGEMENT SOLUTIONS  
RFP 22-670-001**

**Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MT on September 15, 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.**