



**POUDRE SCHOOL DISTRICT R-1**  
**REQUEST FOR PROPOSALS**  
**ELEMENTARY LITERACY PROFESSIONAL LEARNING PARTNER**  
**RFP #23-630-003**

**RFP SCHEDULE**

<b>RFP Issued</b>	<b>May 3, 2023</b>
<b>Questions Due</b>	<b>May 12, 2023 @ 2:00 PM MT</b>
<b>Answers Posted</b>	<b>May 16, 2023</b>
<b>RFP Due Date</b>	<b>May 24, 2023 @ 2:00 PM MT</b>

## **TABLE OF CONTENTS**

### **INTRODUCTION AND PURPOSE**

- 1.0 BACKGROUND AND CONTEXT**
- 2.0 GOALS/OUTCOMES**
- 3.0 SCOPE OF WORK AND SPECIAL CONDITIONS**
- 4.0 MINIMUM QUALIFICATION REQUIREMENTS**
- 5.0 VENDOR REQUIREMENTS**
- 6.0 SUBMITTAL REQUIREMENTS**
- 7.0 GENERAL TERMS AND CONDITIONS**
- 8.0 INSURANCE REQUIREMENTS**
- 9.0 EVALUATIONS AND AWARD OF CONTRACT**
- 10.0 SUBMISSION OF BID**
- 11.0 COOPERATIVE PURCHASING EFFORTS**
- 12.0 REFERENCES**
- 13.0 BID CERTIFICATION FORM**

### **EXHIBIT A: LITERACY PD CRITERIA AND EVIDENCE**

### **EXHIBIT B: CONSULTANT AGREEMENT**

**REQUEST FOR PROPOSALS  
LITERACY PD PARTNER**

**RFP# 23-630-003**

Poudre School District R-1 (the “District”) is requesting electronic sealed bids from professional and qualified vendors (“Vendor”) to supply and deliver professional development services to various school locations throughout the District. These services are to meet the District’s needs as described in this Request for Proposals (“RFP”). All interested vendors are invited to submit a Bid in accordance with the policies, procedures and dates set forth herein.

The District shall provide copies of this RFP to vendors through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) (“BidNet”) where registered vendors 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 the vendor’s response thereto. The District may provide copies of this RFP to other vendors 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 may only be directed to the District via BidNet any time after the issuance of this RFP through and including 2:00 p.m. MT on May 12, 2023. Questions received after the date/time and/or not submitted electronically through BidNet may not be addressed.

Each question submitted, as well as the District’s response thereto, shall be provided in a questions and answers document/addendum via BidNet.

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

The District will only accept and consider electronically submitted Bids from vendors, which must be submitted and received in BidNet on or before 2:00 p.m. MST on May 24, 2023, at which time the submission portal will close and no further submissions will be allowed or considered. It is the sole responsibility of the service provider to see that the bids are submitted through BidNet by the submission deadline.

At no time during the solicitation process will communication regarding this RFP be permitted with any District employee other than the Procurement Agent named below until an award has been announced. Communication with a District employee other than the Procurement Agent named below may disqualify your Bid from consideration.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the 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 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,

Kristin Thetford  
Sourcing Supervisor  
Strategic Sourcing Department  
[kthetford@psdschools.org](mailto:kthetford@psdschools.org)

## 1.0 **BACKGROUND AND CONTEXT**

Poudre School District will be implementing Imagine Learning *EL Education* K-5 for most schools along with Amplify CKLA for our Core Knowledge schools beginning this coming school year – fall 2023. In order to facilitate the full scope of implementation and professional learning, Poudre School District is seeking a partner for ongoing, embedded, multi-year professional learning in *EL Education* and possibly *CKLA*.

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 (2) Leadership in Energy and Environmental Design (LEED) certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combined middle/high schools
- 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. The District leverages the Center for Educational Leadership from University of Washington's [5D+ Teacher Growth and Evaluation Rubric](#).

Poudre School District students are high achieving as indicated by the state accountability system. PSD elementary students are at the 86<sup>th</sup> percentile on Colorado Measures of Academic Success in English Language Arts. PSD does have achievement gaps for students who are eligible for Federal meal benefits, English learners, and are considered Minority by the state.

Poudre School District has engaged staff in professional learning aligned to the Science of Reading over the past 4 years. All K-3 teachers and interventionists have completed Evidence-Based Reading Training in compliance with state guidelines. The newly adopted materials will provide a systemic and cumulative approach to deliver evidence-based practices.

## **2.0 GOALS/OUTCOMES**

- 2.1 Educators feel highly efficacious to ensure all students have transferrable skills in reading, writing, and communicating to be lifelong learners.
- 2.2 Educators should become familiar with the content, structure, instructional strategies, and assessment methods of the new literacy curriculum.
- 2.3 To provide teachers with the knowledge and skills needed to effectively plan and deliver instruction that aligns with the new curriculum.
- 2.4 To promote collaboration and communication among teachers to foster a shared understanding of the new curriculum and encourage the sharing of best practices.
- 2.5 Encourage open dialogue, collaboration, and the sharing of best practices among educators, administrators, and other stakeholders to support successful implementation.
- 2.6 To support teachers in developing effective assessment practices that align with the new curriculum and provide meaningful feedback to students.
- 2.7 To provide ongoing support and professional development opportunities to ensure that teachers are able to implement the new curriculum with fidelity and make adjustments as needed.
- 2.8 To establish a culture of continuous improvement and data-driven decision making to monitor the effectiveness of the new curriculum and inform future revisions.
- 2.9 Develop strategies for differentiating instruction to meet the diverse needs of all learners, including English Language Learners, students with special needs, and gifted students.

## **3.0 SCOPE OF WORK AND SPECIAL CONDITIONS**

- 3.1 Build the capacity of our central office Teaching & Learning Team and school-based (to be identified/hired) Implementation Facilitators to support schools in implementing materials with fidelity, including co-design opportunities for staff.

- 3.2 Design, in consultation with the District, and facilitate in-person curriculum-based training sessions for school- and central office-based K-5 staff on dates determined by the District.
- 3.3 Provide asynchronous options for staff to deepen and further staff understanding of how to effectively manage and use materials to increase student learning on a flexible schedule.
- 3.4 Support evaluation of the fidelity of implementation of instructional materials and professional learning to increase comfort with curriculum materials and assessments.
- 3.5 Provide professional learning tracks for multiple adult audiences, including district leadership, specialists and coaches, school leadership, content teachers, English Language teachers, Special Education teachers, gifted teachers, combined-grade level school, etc.
- 3.6 Professional learning shall appeal to a wide variety of adult learning styles including, but not limited to, face-to-face, synchronous, and asynchronous digital learning, job-embedded learning, etc.
- 3.7 Provide curriculum implementation support through coaching through various models (e.g., in-person, observation & feedback, virtual coaching meetings, modeling, PLC support, etc.).
- 3.8 Poudre School District has scheduled required and opt-in professional learning opportunities for all staff that will be available for elementary literacy implementation. The District reserves the right to change any of the below dates as needed:
  - 3.8.1 Imagine Learning EL Education
    - 3.8.1.1 Aug 10, 2023  
K-2: One day launch session for Skills Block and Module Block.  
3-5: One day launch session for Module Block and ALL Block.
    - 3.8.1.2 Sep 22, 2023  
K-2: Follow-up training 7 hours  
3-5: Follow-up training 7 hours
  - 3.8.2 Amplify CKLA
    - 3.8.2.1 Aug 10, 2023  
K-2: Launch Amplify CKLA with attention to Skills strand

3-5: Launch Amplify CKLA Knowledge and Skills

- 3.8.2.2 Sep 22, 2023
  - K-2: Follow-up training 7 hours
  - 3-5: Follow-up training 7 hours

- 3.8.3 Grade Level Days in '23-24 (Preferred Dates)  
Facilitate grade level collaborative sessions that focus on effective use of instructional materials and address teacher implementation experiences.

Dates requested:

- Kinder: 11/14, 1/23
- 1st: 11/8, 1/24
- 2nd: 11/7, 1/30
- 3rd: 11/1, 1/31
- 4th: 10/25, 2/5
- 5th: 10/24, 2/6

- 3.8.4 Summer Institute Possibilities

June 5 through June 9, 2023

If the vendor could facilitate sessions for developing district or teacher leadership in a class setting for up to 50 participants.

- 3.8.5 Number of Educators
  - 500 for EL Education
  - 90 for Amplify CKLA

- 3.9 Contingent upon complete execution of a successfully negotiated agreement between the District and the service provider and continue in full force and effect through the date of the executed agreement and including July 31, 2024, unless earlier terminated by the District.

- 3.9.1 At the option of the District, any awarded contract may be extended beyond the first term for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term..
- 3.9.2 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an agreement is in effect. In no event shall the District's obligations in an agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.



#### **4.0 MINIMUM QUALIFICATION REQUIREMENTS**

- 4.1 We are expecting Vendors to have experience with EL Education training in medium to large districts.
- 4.2 Vendors should be a part of the Rivet Education Professional Learning Partner Guide.

#### **5.0 VENDOR REQUIREMENTS**

- 5.1 Vendor provides professional learning is grounded in the curricular materials for EL Education and CKLA, and enhance educator's knowledge of the Colorado Academic Standards and Common Core ELA Shifts to move all participants to greater pedagogical understanding, knowledge, and skills. Professional learning that can be connected to the Center for Educational Leadership, University of Washington and [PSD's 5D+ Rubric for Teacher Growth and Evaluation](#)
- 5.2 Vendor will provide a variety of of engaging professional learning materials including videos, articles, research, exemplars of student work, and modeled lessons that are based in real-world application and move beyond theory.
- 5.3 Vendor will increase reader and educator effectiveness and improve their use of technology and data analytics within the context of EL or CKLA.
- 5.4 Vendor will provide a tool for teachers, literacy leads, and central office staff to use to evaluate the professional development sessions. Vendor will personalize professional development based on the data collected from evaluation.
- 5.5 Vendor will use digital materials that are seamlessly compatible with the District's current technology platforms while simultaneously able to adapt to upcoming advances, such as providing, modifying, and creating customized resources to align to the needs to the district.
- 5.6 While all teachers and leaders will receive the same foundational training on EL/CKLA, subsequent training and coaching will be customized to educators' needs. The professional learning should include experiences that enhance data literacy and move participants to greater capacity for gathering and interpreting their own, PLC, school, and district data.

#### **6.0 SUBMITTAL REQUIREMENTS**

As set forth in more detail below, the District is requiring the following information from all potential Vendors as part of their response as it relates to the content of this RFP:

- 6.1 All successful bid submissions **must** include answers to the questions and prompts included for each of the three categories established in Exhibit A. Those categories are the following:
  - 6.1.1 Company Background and Experience
  - 6.1.2 Approach and Methodology
  - 6.1.3 Proposed Staff Qualifications
- 6.2 Minimum Qualifications
  - 6.2.1 Describe the process used to assure the Vendor meets the District's minimum qualifications as listed in Section 5.0.
- 6.3 Demonstrate that the Vendor has the organizational structure, processes, and support capacity to provide engaging and interactive professional learning that considers the complexities of a large district to ensure adult capacity and student outcomes (i.e., moving beyond "train the trainer" models).
- 6.4 Provide an example District support EL implementation plan and processes that includes program activation, implementation, and support, both short term (existing personnel) and long term (onboarding new personnel).

## **7.0 GENERAL TERMS AND CONDITIONS**

- 7.1 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 the vendor 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 the vendor believes they are confidential. The District, not vendor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the vendor 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.
- 7.2 The District is a public-school district exempt from the payment of sales and use taxes under Colorado Tax Exempt No. 98-03335. A copy of the District's Certificate of Exemption issued by the Colorado Department of Revenue is available upon request. The District is exempt from city, county, and state sales and use tax and federal excise taxes or federal transportation taxes.
- 7.3 Each Vendor, its employees, representatives and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations.

- 7.4 All issues regarding the formation, performance and/or legal enforcement of the contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the contract shall be in Larimer County, Colorado.
- 7.5 The District shall issue a written addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via BidNet. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 7.5.1 The Vendor shall be solely responsible for confirming receipt of all addenda prior to Bid submittal.
- 7.5.2 Amendments or clarifications to the submitted bids not requested by the District evaluation committee will not be accepted, nor considered in awarding of the contract.
- 7.6 The District confirms and the Vendor agrees that there is no expressed or implied obligation for the District to reimburse Vendors for any expenses incurred in preparing the Vendor's response to this RFP.
- 7.7 This solicitation does not commit the District to select or contract with any bidder that provides a response, or to pay any costs incurred by bidders in responding to the solicitation or negotiating a contract.
- 7.8 The District reserves the right to reject any and all responses to this solicitation at any point in the process, to waive any irregularities and/or informalities with respect to the solicitation procedures and deadlines, and to select the bidder whose response it deems in its sole discretion to be in the best interest of the District.
- 7.9 Vendor must provide all requested information. Failure to do so may result in rejection of the response at the option of the District.
- 7.10 Bid responses must meet or exceed specifications contained in the solicitation document.
- 7.11 Vendor agrees to furnish the products or services covered as a result of this solicitation in strict accordance with the District's specifications.
- 7.12 All information and supplemental documentation required in conjunction with this solicitation shall be furnished by the Vendor with their bid responses. If the Vendor fails to supply any required information or documents, their bid response may be considered non-responsive and ineligible for award.

- 7.13 The accuracy of the bid responses is the sole responsibility of the Vendor. No changes in the bid response shall be allowed after the submission deadline, except when the Vendor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 7.14 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 7.15 The award of this solicitation to a selected bidder is contingent upon the execution of a mutually acceptable agreement. If a mutually acceptable agreement is not executed, the District reserves the right, at its sole discretion, to negotiate with a subsequent bidder(s) who submitted a responsive and responsible response to this solicitation per the specified terms herein.
- 7.16 The District may, at its sole and absolute discretion:
- 7.16.1 Reject any and all or parts of any or all bid responses submitted by prospective Vendors;
  - 7.16.2 Re-advertise this solicitation;
  - 7.16.3 Postpone or cancel the solicitation process for this solicitation;
  - 7.16.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this solicitation or in bid responses received in conjunction with this solicitation; and/or
  - 7.16.5 Determine the criteria and process whereby bid responses are evaluated and awarded.
- 7.17 The District shall be the sole judge in determining equals in regard to quality, price and performance.
- 7.18 Vendor shall provide the services under this RFP as an independent contractor of the District. As such, Vendor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of a District issued purchase order or agreement.
- 7.18.1 Vendor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if

any) 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 contractors and subcontractors for goods and/or services directly or indirectly related to this RFP.

7.18.2 Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Vendor and the District. Vendor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Vendor and shall not represent itself to be a partner, agent or representative of Vendor.

7.18.3 Vendor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Vendor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Vendor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Vendor.

7.19 The Vendor shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

7.20 It is agreed that no otherwise qualified vendor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this RFP on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

7.21 Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.

## **8.0 INSURANCE REQUIREMENTS**

8.1 Vendor 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. The District's receipt of a Certificate of Insurance from the Vendor with limits and or coverages that do not meet the requirements does not waive the requirements and the Vendor shall still

be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. 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. Vendor 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. Memorandums of Insurance will not be accepted. 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  
 Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Vendor. Vendor 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 4.0 shall not reduce the indemnification liability that Vendor has assumed herein.

**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
- Product Recall Expense \$500,000
- 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 Vendor 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 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. 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.

**Crime Coverage** (for Agreements allowing privileged access to network systems, valuable property, or sensitive data)

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Supplier.
- Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- Extended theft and mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.
- Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

## **Workers' Compensation and Employers' Liability**

If 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

- State of Colorado Statutory
- Employer's Liability \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee
- Waiver of subrogation in favor of Poudre School District R-1.

The Vendor 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, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Vendor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

8.2 It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

## **9.0 EVALUATIONS AND AWARD OF CONTRACT**

9.1 Vendor responses to this RFP shall first be evaluated on ability to meet the minimum qualifications set forth in this RFP, along with responses to Exhibit A.

9.2 The evaluation committee will score submissions using the criteria that follows:

<b>Criteria</b>	<b>Max Score</b>
<b>1. Company Background and Experience</b>	<b>25</b>
<b>2. Approach and Methodology</b>	<b>45</b>
<b>3. Proposed Staff Qualifications</b>	<b>20</b>



<b>4. Cost</b>	<b>10</b>
<b>Total Score</b>	<b>100</b>

- 9.3 During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information, or clarifications from bidders, or to allow corrections of errors or omissions. Amendments or clarifications to submitted response not requested by the District will not be accepted, nor considered following the opening of the response.
- 9.4 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 9.5 Responses submitted will be evaluated using pre-determined rating criteria. Those responses that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to response submission, bidders are encouraged to review the requirements stated in this solicitation document and BidNet for any related addenda to ensure requirements are incorporated in their responses.
- 9.6 The District reserves the right to request additional information, negotiate, award, or negotiate an agreement further with one or more Vendor.
- 9.7 Should the District determine in its sole discretion that only one Vendor is fully qualified or that one Vendor is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Vendor.
- 9.8 For the purposes of solicitation evaluation, bidders must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the bidder’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.
- 9.9 Modification to this document, exhibits or addenda will be considered invalid will not accepted in any format by the District, and may be cause for disqualification. Proposed modifications may be submitted through BidNet with the submission of a Bid response. Proposed modifications are not considered as accepted unless formally accepted in writing by the procurement agent prior to the intent to award. Submission of a modification, and an intent to award from a solicitation shall not be considered in any way, an acceptance of any proposed modifications by the Vendor.

- 9.10 Award of contract shall be made to the responsive and responsible Vendor meeting the specifications and as deemed to be in the best interests of the District. Interviews may be requested with one or more respondents. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, performance, previous experience with similar projects, references, product availability and delivery time. Those Bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 9.11 This solicitation, or submitted agreement from Vendor, 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.

## **10.0 SUBMISSION OF BID**

- 10.1 By signature of the Bid Certification Form, contained within this RFP, and accepted submission through BidNet to this solicitation, the Vendor certifies that submission of this RFP is made without any previous understanding, agreement, or connection either with any persons, firms or corporations offering a RFP for the same items or with the District.
- 10.2 Bid responses shall contain a signature of an authorized representative in the space provided on the Bid Certification Form.
- 10.3 The Vendor through submission of the Bid Certification Form certifies that this solicitation is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 10.4 Submission of a bid response is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package initially provided to the Vendor.
- 10.5 It shall be the sole responsibility of the Vendor to ensure their Bid is submitted through BidNet by the submission deadline. Late responses will not be accepted.

## **11.0 COOPERATIVE PURCHASING EFFORTS**

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

- 11.1.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- 11.1.2 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.
- 11.1.3 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.
- 11.1.4 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 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 Vendor. It is understood and agreed that the Poudre School District R-1 is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor 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.

-- End

12.0 **REFERENCES**

**References** – List three (3) references for which your company has completed similar services for projects of similar scope. Colorado K-12 public school references are preferred, if available.

10.1 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

10.2 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

10.3 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

### 13.0 BID CERTIFICATION FORM

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this response and that all information provided in the response is true and accurate.
- He/she has read any conditions and technical specifications, which were made available to the Service Provider in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the response.
- The Service Provider, if deemed qualified, will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the Service Provider's response to the RFP.
- The Service Provider meets or exceeds all of the required criteria as specified by this RFP.
- The Service Provider's response is being offered independently of any other company and in full compliance with the terms specified in this RFP.
- The company will accept any awards made to it, as a result of this RFP for a minimum of one hundred and twenty (120) calendar days following submission.

Company Name \_\_\_\_\_

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

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

Title \_\_\_\_\_

e-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

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

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

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