



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

TIMNATH MIDDLE-HIGH SCHOOL OPENING DAY LIBRARY COLLECTION

RFP 22-5S1-001

PROPOSAL SCHEDULE

RFP Posted to BidNet	November 12, 2021
Supplier Questions Due	November 22, 2021, 2:00 p.m. MST
RFP Closing Date	December 15, 2021, 2:00 p.m. MST
Proposal Consideration Period	Dec. 15, 2021 – Jan. 18, 2022
Anticipated Award Announcement	February 1, 2022

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**TIMNATH MIDDLE-HIGH SCHOOL OPENING DAY LIBRARY COLLECTION
RFP 22-5S1-001**

Poudre School District (“the District”) plans to select a book company for the provision of a middle-high school opening day library collection as specified in this Request for Proposal (“RFP”).

The District shall provide copies of this RFP to suppliers through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered suppliers are required to submit their electronic proposal responses.

Questions regarding this RFP must be directed to the District through the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on November 22, 2021. Questions received after the deadline 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 an addendum through BidNet.

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

During the solicitation process and until an award has been announced, communication regarding this RFP shall only be permitted with the procurement agent named below. Communication with a district employee other than the procurement agent named below may disqualify your proposal from consideration.

The District will only accept and consider electronically submitted proposals. Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on December 15, 2021. At that time, the submission portal will close, and no further submissions will be allowed, nor considered.

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on December 15, 2021. During the proposal consideration period, the District may ask questions of and/or request additional information from suppliers who have submitted proposals. Selected suppliers may be requested to give presentations to District staff regarding their proposals.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham 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,
Karen Wailly
Senior Procurement Agent

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 40 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 middle-high schools opening Fall 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.

1.0 GENERAL CONDITIONS

- 1.1 This is a solicitation for an offer from a prospective supplier (“Supplier”) and is not an offer from the District to enter into a contract for goods or services.
- 1.2 Supplier 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 Supplier. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 1.6 Supplier, its employees, representatives, and subcontractors agree to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 1.7 The successful Supplier 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 Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.10 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 Supplier. No changes in the proposal shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 1.12 For services requiring Supplier's presence on District property and the project site, the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 7.0 of this document.
- 1.13 The successful Supplier shall not transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.14 Supplier 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 Supplier 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 Supplier 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 Supplier. Nothing contained in the agreement, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.15 Suppliers are required to submit the name, address, phone number, email address and contact person of at least three (3) Colorado middle-high school references for which your company has completed similar services, as those requested in this RFP, in the past 18 months.
- 1.16 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 Supplier as deemed in the best interest of the District.
- 1.17 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 1.18 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.19 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, Suppliers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
 - 1.19.1 Supplier is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.

- 1.20 The District reserves the right to negotiate further with one or more Supplier or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Supplier to provide the services called for under the RFP and/or represented in the Supplier's response. Suppliers shall timely provide information to the District in connection with such inquiries and investigations. Suppliers may be asked to give presentations to the District regarding their proposals.
- 1.21 Should the District determine, in its sole discretion, that only one Supplier is fully qualified or that one Supplier is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Supplier.
- 1.22 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an agreement cannot be performed as a result of such action, the agreement may be terminated.
- 1.23 The final award and agreement start date is contingent upon a successfully negotiated and fully executed agreement between the District and the recommended Supplier. The District intends for the agreement to continue in full force and effect through and including December 31, 2022, unless earlier terminated by the District as provided in Section 1.25 below.
- 1.24 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.
- 1.25 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided above, the District may terminate the agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 1.26 Independent Service Contractor
- 1.26.1 The Supplier shall provide the services as an independent service contractor of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

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

1.26.3 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Supplier and the District. The future Supplier will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent, or representative of the District. The District is not a partner, agent or representative of any future Supplier and shall not represent itself to be a partner, agent, or representative of the Supplier.

1.27 Certification Regarding a Worker Without Authorization

1.27.1 Supplier certifies, represents, warrants, and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into an agreement with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

1.27.2 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge and terminate the subcontractor within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the worker without authorization. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the

Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

1.28 Qualifications of Supplier

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

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

1.29 Miscellaneous

1.29.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Supplier, the recommended Supplier will work with the District's Contract Manager to successfully negotiate an agreement.

1.29.2 **Governing Law.** An agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

1.29.3 **Equal Opportunity.** It is agreed that no otherwise qualified Supplier shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement 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.

1.29.4 **Appeal of Award.** The Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Purchasing Manager within seventy-two (72) hours after the receipt of the notice of award.

1.29.5 In the event the awarded Supplier defaults on its agreement or the agreement is terminated for cause due to performance, the District

reserves the right to re-procure the Services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted agreement. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.

1.29.6 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a proposal or to procure an agreement 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.

1.29.7 Variances. For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the 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.

1.29.8 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 an integral part of the physical plant operation.

1.30 Warranties

1.30.1 Notwithstanding prior acceptance of Services by the District, the Supplier shall expressly warrant all delivered Services provided, as properly functioning at the start of operations and compliant with the terms of the agreement and industry standards thereafter. The warranty period will begin at the time the Services have been formally accepted in writing by the District.

1.30.2 During the warranty period, the Supplier shall be responsible and bear all costs to correct any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the agreement.

1.30.3 The Supplier will correct all defects and/or deficiencies associated with the agreement and replace incorrect or defective Services within five (5) business days of written notification from the District to the Supplier. If, within five (5) business days after written notice by the District to the Supplier, the Supplier

has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Supplier's expense.

- 1.30.4 Supplier warrants that all Services furnished under the agreement shall be merchantable and shall be safe and appropriate for the purpose for which Services of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the Service, Supplier warrants that such Services shall be fit for that particular purpose. Supplier agrees to promptly replace or correct all defects and/or deficiencies in any Service not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Supplier the opportunity to do so.
- 1.30.5 Defects and/or deficiencies properly noted in writing to the Supplier before expiration of the warranty period will be fully covered regardless of such expiration.
- 1.30.6 In the case of emergency, repairs and/or replacement may be made without notice being given to the Supplier if determined by the District that delay would cause certain loss or damage. The Supplier shall pay the cost of these emergency repairs and/or replacements. Supplier shall, upon District request, provide proof as to the kind and quality of materials and equipment. Contracted work shall, likewise, be free of defects and in conformance with industry standards. Supplier also warrants that its workers will be sufficiently skilled to produce high quality work, free of faults and defects. Work not conforming to these requirements, including unauthorized substitutions, may be considered defective. Supplier further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required and expected. If the Supplier proposes to use an unproved and untried method, process or product, the District must be advised of the proposal in writing and give approval. The District may permit experimentation but may require special guarantees by the Supplier to cover the experimental work.
- 1.30.7 By acceptance of an agreement as a result of this RFP, in addition to the guarantees and warranties provided by law, Supplier expressly guarantees and warrants as follows:
 - 1.30.7.1 That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.
 - 1.30.7.2 That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

1.31 Cooperative Purchasing Efforts

1.31.1 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.

1.31.2 These organizations include:

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

1.31.2.2 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.

1.31.2.3 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.

1.31.3 Members of these organizations, at their discretion, may request use of the agreements or awards that result from this solicitation. Each governmental entity which uses an agreement(s) resulting from this solicitation would establish its own agreement, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Supplier. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.0 SPECIFIC CONDITIONS

2.1 Health Standards. The Supplier 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.

2.1.1 Supplier shall ensure all individuals providing Services under this agreement for the Supplier wear appropriate personal protective equipment at all times while on District property.

- 2.1.2 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 Supplier's services, with or without prior notice.
- 2.2 The successful Supplier will be required to enter into and sign a formal agreement with the District. The agreement language will control over any language contained within this RFP that conflicts with the signed and fully executed agreement.
 - 2.2.1 In the case of conflicts between the RFP and any referenced proposal documents, the more stringent requirements shall govern. In all cases, the Supplier is responsible for notifying the District of the conflict.
- 2.3 If the Supplier selected by the District offers a component which collects, maintains, or uses student personally identifiable information, as defined in Colorado State Statute §§22-16-103(13), through the use of an internet website, online service, online application, or mobile application, it will be required to sign a District contract which includes language to meet compliance with Colorado State Statute §§22-16-101 *et seq.*
 - 2.3.1 The selected Supplier will be required to provide, at a minimum:
 - 2.3.1.1 All data elements and the purpose for collecting the data which are generated, collected, maintained, or inferred, that the Supplier collects regardless of whether it is initially collected or ultimately held individually or in the aggregate, in a format understandable to the layperson
 - 2.3.1.2 All third-party suppliers and their purpose, to which the Supplier shares student personally identifiable information, including those who receive data in an encrypted format
 - 2.3.1.3 Agreement to comply with maintaining a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personally identifiable information, that are no less rigorous than those outlined in CIS Top 20 Security Controls, National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization and NIST Special Publication 800-57, as recommended best practices by the U.S. Department of Education

3.0 SCOPE OF WORK

- 3.1 Timnath Middle-High School ("TMHS") is slated to open August 2022. Initially, it will serve grades six through ten. By its third year of operation, TMHS will serve grades six through twelve with a designed enrollment of 1,500 students.
- 3.2 Print Collection

- 3.2.1 TMHS plans to purchase print books for grades six through twelve, aiming for 15 books per student.
- 3.2.2 Not-yet-published books shall not extend beyond August 2022.
- 3.2.3 The collection shall consist of 30% nonfiction titles, and 70% fiction titles with an adequate selection of popular fiction titles.
- 3.2.3.1 The collection shall consist of approximately 5-7% appropriate graphic novels.
- 3.2.4 The collection shall support bilingual (Spanish) learners.
- 3.2.5 The collection shall include a balance of reading levels grades six through twelve.
- 3.2.6 Collection shall include high-interest, low reading level titles appropriate for students grades six through twelve.
- 3.2.7 Collection shall include titles appropriate for AP students.
- 3.2.7.1 The following AP classes will be offered.
- AP Language & Composition
 - AP Composition & Literature
 - AP Statistics
 - AP Calculus AB & BC
 - AP Environmental Science
 - AP Biology
 - AP Chemistry
 - AP US Government
 - AP US History
 - AP Human Geography
 - AP Spanish (and possibly other AP foreign languages as we grow)
 - AP Economics
 - AP Computer Science
 - AP Music Theory
 - AP Art and Design
 - AP Physics

- AP Psychology
- AP World History

3.2.7.2 TMHS will offer concurrent enrollment classes with Front Range Community College in all subject areas.

3.3 Digital Collection

3.3.1 The digital collection shall compromise approximately 5% of the *total* opening day library collection.

3.3.2 Digital texts shall allow for students and teachers to highlight, take notes, assign questions, and include embedded dictionary.

3.4 Cataloging

3.4.1 Supplier shall include the electronic delivery of full MARC records for the entire collection. Cataloging and processing will use Abridged Dewey and LC subject headings cataloging with Dewey numbers abridged to the third break after the decimal.

3.4.1.1 Call numbers shall read as follows (subject to change based on school needs):

- Fiction: F with first 3 letters of author's surname
- Non-fiction: Dewey class number with first 3 letters of author's surname
- Individual Biography: 921 with first 3 letters of biographies' surname
- Collective Biography: 920 with first 3 letters of author's surname
- Easy picture books: F with first 3 letters of author's surname

3.4.1.2 Supplier will have ability to assign genres in copy record

3.4.1.3 Every MARC record shall contain shelf list information to include review sources, full annotation, complete subject headings, and added entries of Lexile and reading programs in the 521 and 526 tags.

3.4.2 The outside bar code with protector shall be applied in the lower right, horizontal, outside back cover; may be next to, above or below ISBN; not to be placed over ISBN number on back cover.

3.4.3 A second barcode with protector shall be applied on the inside of the book on the inside back cover top left vertical.

3.4.3.1 Orders shall include a small, pre-printed barcode number sticker to be placed below the school stamp on the title page of each book.

- 3.4.4 Book dust jackets shall be placed in protective book coverings.
- 3.4.5 Supplier shall attach a spine label with protector. The spine label shall be attached to the spine 1½ inches from the bottom of the spine. It shall be placed horizontally and shall not exceed 1 inch tall by 1½ inches wide. Spine label shall be turned vertically if call number wraps. If book has dust jacket, place second spine label directly to book under dust jacket at 1½ inch mark and turned vertical if call number wraps.
- 3.4.6 Books shall be stamped on the title page upper right and back cover upper right in the manner shown below.

Timnath Middle-High School
Media Center
Poudre School District
Timnath, CO 80547

3.4.6.1 Stamps shall be provided by the Supplier.

3.4.6.2 Lettering size to be determined.

- 3.4.7 Supplier shall provide the complete list of books to be ordered by TMHS to the designated District employee with a testing line of ten (10) records by March 21, 2022.
- 3.4.8 Supplier shall provide all MARC records electronically no later than April 28, 2022 to be imported to the District's database.

3.5 Book Quality

- 3.5.1 All books shall be new.
- 3.5.2 All books shall be furnished with Supplier bindings (rebound, glued, or sewn paperbacks) where possible.
 - 3.5.2.1 Other options may include library binding or trade hardcover with covered dust jackets.
 - 3.5.2.2 Supplier shall provide pricing for each binding type.
 - 3.5.2.3 Supplier shall provide detailed warranty information for each binding type.
- 3.5.3 Books shall include the hardbound option type. The company will be responsible for rebinds as necessary for the life of the book.
 - 3.5.3.1 Hardbound books are preferred however, paperbacks will be accepted if hardbound books are not available.

3.6 Shipping, Delivery, Installation

- 3.6.1 Delivery of books shall be FOB destination with all transportation and handling charges paid by the awarded Supplier to:

Poudre School District
Central Receiving
1502 South Timberline Road
Fort Collins, Colorado 80524

3.6.1.1 Boxes shall not exceed 50 pounds.

- 3.6.2 Supplier shall, at no charge to the District, replace any book that is damaged in shipment or otherwise not in compliance with the order.

- 3.6.3 Supplier shall provide a written statement regarding its ability to guarantee on-time delivery of books.

3.6.3.1 Supplier shall indicate if it has a warehouse to store inventory or if it receives shipments directly from the publishers.

- 3.6.4 Supplier's fill rate shall exceed 90%.

- 3.6.5 All backorders shall be authorized by the District and must be filled within 60 days after date of initial delivery. Substitutions will not be allowed unless specifically requested by the District.

3.6.5.1 The Supplier shall not invoice the District for back ordered items until items are delivered and accepted by an authorized District representative.

3.6.5.2 The District may verbally cancel back orders, seek the items from another Supplier, and charge the Supplier for any re-procurement costs.

- 3.6.6 The collection shall be shelved by the Supplier within 90 days after delivery and completed no later than August 18, 2022. The Supplier must provide adequate labor to completely shelve the collection in one 8-hour day.

3.6.6.1 Books must be shelved in Dewey decimal order. If the collection will not completely fill the shelves, each Dewey decimal shall be evenly divided throughout the space allotted for the collection.

- 3.6.7 A packing list and invoice must be provided upon delivery. The final invoice must be in shelf list order.

3.7 Price in Effect

- 3.7.1 Proposed pricing shall remain in effect through December 31, 2022.
- 3.7.2 Supplier shall not charge additional fees for books normally carried in its inventory (e.g., titles with little or no discount, or titles from small publishers).
- 3.8 Schedule of Events – Time is of the essence.
 - 3.8.1 Supplier shall provide a schedule of key events in its proposal: selection, processing, servicing, delivery, installation, and student access to the collection.
 - 3.8.2 Shelving and setup may begin August 8, 2022.
 - 3.8.3 Supplier shall ensure delivery and complete setup no later than August 18, 2022.
 - 3.8.4 Supplier shall ensure proposed pricing remain in effect through December 31, 2022.
- 3.9 Product and Services
 - 3.9.1 Delivery, shelving, cataloging, and timely removal of all waste products is the responsibility of the awarded Supplier.
 - a. Disposal/recycling of items shall be by legal methods.
 - 3.9.2 All scheduling arrangements shall be coordinated with the District representative.
 - 3.9.3 Final collection placement will be inspected by District personnel within five (5) working days of project completion to confirm award specifications have been met. Defective, damaged, or non-conforming items shall be replaced by the Supplier at no cost to the District.
 - 3.9.4 The Supplier is solely responsible for correcting any damage to school property resulting from delivery, shelving, cataloging, and/or trash removal activities.

4.0 COST PROPOSAL

- 4.1 Provide a list of titles you propose for the TMHS opening day library collection, grades six through twelve.
 - 4.1.1 The District has the option to replace titles with those of its choosing.

- 4.2 Provide pricing for your proposed opening day library collection based on an estimate of 1,500 students, grades six through twelve, and 15 books per student.
- 4.3 Provide warranty information for bound books by binding type.

5.0 REVIEW AND ASSESSMENT

- 5.1 TMHS may select multiple Suppliers for its opening day library collection.
- 5.2 Suppliers will be evaluated on the following criteria. These criteria will form one basis for review of the written proposals. A cumulative point system will be used.

Collection Appropriate size for student population Appropriate content
Cataloging MARC records Barcodes Book stamps
Book Quality Adequate binding
Support Digital authentication
Shipping, Delivery, Installation Guaranteed on-time delivery Supplier able to warehouse inventory
Price in Effect
Schedule
Product and Services Supplier exhibits knowledge and expertise
Quality of process
Cost Proposal List of Titles Price in Effect Warranty
References

6.0 REFERENCE EVALUATION - Top Ranked Supplier(s)

6.1 The District Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Were you pleased with the Supplier’s performance? Would you engage with this Supplier again, if given a choice?
Thoroughness	Did the Supplier follow through with the project in the exact manner agreed upon, keeping you informed of status, and on-schedule? Was there connectivity between the sale, services provided, and final results?
Knowledge of Opening Day Process	Was there an understanding of professional practices and procedures? Were the specifications complete, thorough, and accurate? Were the products the right “fit” for the school?
Specific Requirements	Was the Supplier able to meet required schedules? Were the products/services accurate, complete, and professional? Was a dedicated representative assigned to your project?

7.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District’s receipt of a Certificate of Insurance from the Supplier with limits and or coverages that do not meet the requirements does not waive the requirements and the Supplier 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. Supplier shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. 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 Avenue
Ft. Collins, CO 80521
Please 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 Supplier. Supplier shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 7.0 shall not reduce the indemnification liability that Supplier has assumed in section 7.1.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Coverage must be written on an “occurrence” basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured 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 Supplier even if those limits of liability are in excess of those required by this Agreement.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- a. Bodily Injury & Property Damage

Combined Single Limit Minimum

\$1,000,000

- a. If Supplier operates vehicles in performing any services under this Agreement, the policy shall be endorsed to include the following additional insured language: “Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier” and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement. Copy of policy endorsement must be attached to the Certificate of Insurance.

Workers’ Compensation and Employers’ Liability

If Supplier 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.

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

Minimum Limits

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

The insurance shall provide coverage for:

- a. 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.
- b. 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 Supplier’s services including denial of service, unless caused by a mechanical or electrical failure.
- c. 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.

7.1 Indemnification

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

8.0 **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.

8.1 **Title Page**

8.1.1 Show the solicitation subject, the name of the proposing firm, local address, telephone number, name of the contact person and the date.

8.2 **Table of Contents**

8.2.1 Include a clear identification of the material by section and by page number.

8.3 **Letter of Transmittal** – Limit to three (3) pages.

8.3.1 Briefly state the Supplier's understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.

8.3.2 State the names of the persons who will be authorized to make representations for the Supplier, their titles, addresses, phone numbers, and email addresses.

8.4 **Supplier's Approach**

8.4.1 Submit a work plan to accomplish the scope and questions defined in the **Scope of Work** (Section 3.0) meeting the established critical deadlines for delivery.

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

8.4.3 Clarification questions and requests for information throughout the RFP shall be clearly labeled with the section and subsection number and include the Supplier's response/comment.

8.4.4 Any and all assumptions shall be clearly stated in the Supplier's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Supplier's response to be considered non-responsive.

8.4.5 No open-ended paragraphs or non-sequential responses will be accepted.

8.5 **References**

8.5.1 Provide references (organization names, contact names, addresses, email addresses and phone numbers), as requested in Section 1.15. References will be checked as per Section 6.0.

8.6 **Cost Proposal**

8.6.1 Cost proposal and supporting documentation shall be clearly labeled
“RFP 22-5S1-001.”

8.7 **Proposal Certification Form**

8.7.1 Submit the completed form in Section 9.0.

9.0 PROPOSAL CERTIFICATION

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on December 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 Supplier 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 agreement 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 & Fax: _____

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.