REQUEST FOR PROPOSALS

<<INSERT SCHOOL NAME>>

 <<INSERT RFP TITLE>>

 <<INSERT RFP POSTING DATE>>

TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED AT <<INSERT ADDRESS OR EMAIL ADDRESS>>

 BEFORE **<<INSERT DATE AND TIME>>**

LATE PROPOSALS WILL NOT BE ACCEPTED

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# INTRODUCTION

# GENERAL INFORMATION

# Contact Information

All communications regarding this RFP, must be directed in writing via email to:

<<INSERT CONTACT NAME AND INFORMATION>>

<<CONTACT NAME>> is the sole point of contact and communication concerning this RFP.

# Inquiries

Vendors may make written inquiries via email concerning this RFP to obtain clarification of requirements. Inquiries made in person, by mail, or by telephone will not be accepted. Inquiries shall not be accepted after the date and time indicated in the Schedule of Activities and Timeline.

Telephonic or in-person inquiries shall not be accepted. Vendors shall not contact school staff or board members directly with questions and may not rely on any verbal statements by school staff that alter any specification or other term or condition of the RFP.

# Due Date

In order to be considered, interested vendors must submit qualifications/pricing structure by no later than <<DATE AND TIME>> to the school via email. Proposals may be modified or withdrawn by the vendor prior to the Proposal Submission Deadline set forth in the Schedule of Activities.

**Schedule of Activities**

|  |  |
| --- | --- |
| Request for Providers Issued | <<DATE/TIME>> |
| Prospective Vendors Inquiry Deadline (No questions will be accepted after this date and time) | <<DATE/TIME>> |
| School’s response to inquiries | <<DATE/TIME>> |
| Proposal Submission Deadline | <<DATE/TIME>> |
| Firm Selection | <<DATE/TIME>> |
| Contract or Purchase Order | <<DATE/TIME>> |
| Delivery of <<SERVICES OR GOODS>> | <<DATE/TIME>> |

# Submittal requirements

To facilitate a timely response and a comprehensive evaluation of submitted proposals, all candidates shall submit proposals adhering to the following response format:

1. **Company Information Page.** Completed form included in Appendix A must be submitted.
2. **Provide an Executive Summary of your company.** This section of your proposal should include a summary that describes your company culture, pricing, capabilities, and background. The purpose of this summary is to provide the School with a brief, clear understanding of your proposal, your pricing, and the way your company does business.
3. **Services/Scope of Work.** Provide a full and complete description of your company’s proposed services and scope of work on the project.
4. **Past Performance**. Provide a summary of your past performance for similar projects and work.
5. **Specifications** – <<INSERT SPECIFIC REQUIREMENTS HERE>>
6. **Pricing Structure.** Explain in detail the pricing structure you propose. Pricing quoted by a vendor shall include all fees, costs and expenses, including, but not limited to: labor costs, travel expenses, administrative costs, copies, collating costs, faxes, mileage charges, supplies, mailing charges, communications, furniture product, design fee, assembling and/or installation, payment and performance bond, and shipping, unless otherwise indicated in the RFP. Estimated proposal prices are not acceptable. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date. The proposal price will be considered in determining the successful vendor.
7. **Schedule.** Provide a schedule noting major milestone and deliverable dates.

# Selection Criteria

An Evaluation panel will review and score offers submitted and make a recommendation for award. This selection will be for award to the responsible vendor(s) whose proposal is determined to be most advantageous to the School, in the School’s sole discretion. The evaluation criteria will be used to make the award. In general terms, the criteria and weights for selection are as follows:

|  |  |
| --- | --- |
| Proposal Evaluation Criteria | Available Points |
| <<Criteria 1>> | <<# of Points>> |
| <<Criteria 2>> | <<# of Points>> |
| <<Criteria 3>> | <<# of Points>> |
| <<Criteria 4>> | <<# of Points>> |
| <<Criteria 5>> | <<# of Points>> |
| <<Criteria 6>> | <<# of Points>> |
| **Total Score**  |  |

# Candidate's Acceptance of Selection Methodology

Submission of a proposal indicates Candidate’s acceptance of the selection technique and candidate’s recognition that the School will select the candidate that is determined to be most advantageous to the School, in the School’s sole discretion.

Scoring will be provided with a letter to all respondents.

# Award of Contract(s)

The award(s) will be made to the responsible vendor whose proposal, conforming to the RFP, will be the most advantageous to the School, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the School may elect to cancel the award and make the award to the next most responsible vendor.

# Multiple Awards

The school reserves the right to award this RFP in part, to multiple vendors, if so determined by the school to be in the best interests of the school.

# Protested Solicitations and Awards

Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the School. The protest shall be submitted in writing within seven (7) working days after such aggrieved **person knows, or should have known, of the facts giving rise thereto** (emphasis added). Ref. Section 24-109, 101 et. seq., CRS, as amended; Section 24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for vendors to note that a challenge to the solicitation's requirements or specifications should be made within seven (7) working days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the seven (7) working day time period, even if that means it is filed during the time the solicitation is still open.

Announcement of the apparent winning vendor will be made via a posting on the School’s website. The requirement for timely submission of any protest (seven (7) working days) will begin no later than the first working day following posting of the award notice on the School’s website.

# Disclosure of conflicts of interests

Vendors shall disclose within the response to this RFP any and all familial relationships with employees, board members, or agent of the School. Through its submission of a quote, bid, or offer, the vendor certifies that they did not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals. Per 2 CFR Part 200.319(a) vendors participating in these activities must be excluded from competing for such procurements.

# Certification of Independent Pricing Determination

Except as otherwise disclosed with particularity, through its submission of a quote, bid, or offer, the vendor certifies that the prices and other terms in the quote, bid, or offer have been arrived at independently without any consultation, communication, agreement with, or knowledge of the contents of the quote, bid, or offer by, any other competing vendor. For purposes of this paragraph, "consultation, communication, agreement with, or knowledge" does not include knowledge of prices or terms gained through availability of established price lists or catalogues made available to the public by the competing vendor. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

# Taxes

The School, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)).

# Availability of Funds

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event grant funds are not appropriated, any resulting contract will become null and void, without penalty to the School.

|  |
| --- |
| APPENDIX A**Company Information Page****THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.** |
| F.E.I.N.(Required): |  |  |  |
| Terms (Must be at Least NET 45 days): |
| Signature: |  |  |  |
| Typed/Printed Name of Authorized Representative: |
| Company Name: |  |  |  |
| Address: |  |  |  |
| City: |  | State: | Zip Code: |
| Phone: |  | Toll Free Phone: | Fax: |
| Is the firm minority- owned\*? |  | Yes | No |
| Is the firm woman- owned\*? |  | Yes | No |
| \*Ownership means actively daily management in the organization and an ownership interest greater than fifty percent. |

Vendors are urged to read these documents thoroughly before submitting a response.

Response must be signed by a representative of the vendor who is legally authorized to bind the vendor to the proposal.

# THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

APPENDIX B

# Required Contract Language

Based on the nature of this RFP and the requirements, we understand that a specialized contract may be needed as an alternate to our Purchase Order Agreement. In this case, Thomas MacLaren School as a Government entity has certain legal requirements that must be included in our contracts.

All contracts must include, by reference and as an exhibit:

* The original RFP (including addendums if applicable)
* The vendor's response to the RFP
* Any other documents clarifying and/or defining work and responsibilities agreed to in writing by both parties before the contract is executed.

Contract language to be included in any agreements: GOVERNMENTAL IMMUNITY/LIMITATION OF LIABILITY

Notwithstanding anything herein to the contrary, no term or condition shall be deemed a waiver, express or implied, of any provision of the "Colorado Governmental Immunity Act", 24-10-101, et seq., C.R.S., as now or hereafter amended ("Immunity Act"), nor of the Risk Management self-insurance statutes at 24-30-1501, et seq., C.R.S., as now or hereafter amended ("Risk Management Act"). The parties understand and agree that the liability of the District for claims or injuries to persons or property arising out of negligence of the District, its departments, divisions, schools, board, officials and employees is controlled and limited by the provisions of the Immunity Act and the Risk Management Act. Any provision of this contract, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the District to the above cited laws.

FUND AVAILABILITY.

Financial obligations of the School payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, budgeted or otherwise made available, the contract shall be terminated on the last day of the period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to limit any other right of termination available to the School.

Pursuant to Section 22-44-115, C.R.S., any obligation of a contract which requires expenditures contrary to subsection (1) of Section 22-44-115, C.R.S., shall be null and void, and no school monies shall be paid thereon.

CONFIDENTIALITY

The Contractor acknowledges that it may come into contact with confidential information contained in the records of the School. The Contractor shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected, and no confidential information shall be distributed or sold to any third party nor used by the Contractor or the Contractor’s assignees and/or subcontractors in any way except as authorized by this contract. Confidential information shall not be retained in any files or otherwise by the Contractor. Disclosure of such information may be cause for legal action against the Contractor. Defense of any such action shall be the sole responsibility of the Contractor.