



POUDRE SCHOOL DISTRICT R-1
REQUEST FOR PROPOSALS
DISTRICT-WIDE PROJECT MANAGEMENT
SOFTWARE
RFP 23-680-001

PROPOSAL SCHEDULE

RFP Issued	October 20, 2022
Questions due	November 3, 2022, 2:00 p.m. MT
Q&A Issued (Tentative)	November 7, 2022
RFP Closing Date	November 17, 2022, 2:00 p.m. MT

TABLE OF CONTENTS

PURPOSE OF RFP

BACKGROUND

GENERAL INFORMATION

1.0 GENERAL CONDITIONS

2.0 SCOPE OF WORK AND REQUIREMENTS

3.0 COST PROPOSAL

4.0 EVALUATION AND AWARD OF CONTRACT

5.0 REFERENCE FORM

6.0 INSURANCE

7.0 MODEL FORMAT OF PROPOSAL

8.0 PROPOSAL CERTIFICATION

**REQUEST FOR PROPOSALS
DISTRICT-WIDE PROJECT MANAGEMENT SOFTWARE
RFP 23-680-001**

Poudre School District (the “District”) is requesting electronic proposals from professional and qualified software developers (“Suppliers”) for District-wide Project Management Software (“PMS”) as specified in this Request for Proposals (“RFP”).

The District shall provide copies of this RFP to Suppliers through the electronic solicitation platform www.bidnetdirect.com where registered Suppliers are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this RFP and their Supplier’s response thereto.

Questions regarding this RFP must be in writing and shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MT on November 3, 2022. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District’s response thereto, shall be provided in a questions and answers document via www.bidnetdirect.com. Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on November 17, 2022. at which time the submission portal will close, and no further submissions be allowed or considered. It is the sole responsibility of the Supplier to see that the proposals are submitted through the BidNet portal by the submission deadline.

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

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

REQUEST FOR PROPOSALS
DISTRICT-WIDE PROJECT MANAGEMENT SOFTWARE
RFP 23-680-001

BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 additional 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.

1.0 GENERAL CONDITIONS

- 1.1 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 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.
- 1.2 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.3 Supplier must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.4 Proposals must meet or exceed specifications contained in this document.
- 1.5 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.6 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 contract.
- 1.7 Each Supplier, its employees, representatives, and subcontractors, agrees to abide by all applicable federal, state, and local codes, laws, rules and regulations.
- 1.8 The successful Supplier shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.9 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.
- 1.10 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 Supplier must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.
- 1.13 Health and Safety Standards. The Supplier shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.
 - 1.13.1 Supplier shall ensure all individuals providing Services under this agreement for the Supplier wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.
 - 1.13.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Supplier's services, with or without prior notice.
- 1.14 The successful Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.15 Suppliers are required to complete the Reference Form included in this solicitation as described.
- 1.16 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 contract, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.17 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Supplier as deemed in the best interest of the District.
- 1.18 There is no expressed or implied obligation for the District to reimburse responding Suppliers for any expenses incurred in preparing proposals in response to this request.

- 1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.20 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Supplier are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 1.21 The District reserves the right to negotiate further with one or more Suppliers 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.
- 1.22 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, a contract may be negotiated and awarded to that Supplier.
- 1.23 The District intends for the contract to commence upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including June 30, 2024, unless earlier terminated by the District as provided in Section 1.27 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Supplier. The intended date is provided for planning purposes only.
- 1.24 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, subject to the parties' negotiation of mutually agreed upon amendments to the Agreement for each one (1) year term. Pricing will remain fixed and firm for the initial term and all extensions of the agreement.
- 1.25 Notwithstanding any other term or provision of this Request for Proposal, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.26 Notwithstanding the other provisions of this RFP, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Supplier for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Supplier shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

- 1.27 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.
- 1.28 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.
- 1.29 Supplier warrants that it has full power and authority to grant the rights of its license agreement to the District with respect to its program without consent of any other person or entity. Supplier also warrants that neither the performance of the services by its company, nor the license to and use by the District of its company's product and documentation will in any way constitute an infringement nor other violation of any United States issued copyright, trade secret, trademark, patent, invention, propriety information, non-disclosure, or other right of any third party.
- 1.30 Access to District Server. If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services
- 1.30.1 The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
- 1.30.2 The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
- 1.30.3 The Contractor shall not share passwords, codes, credentials or user accounts with others.
- 1.30.4 The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.
- 1.30.5 The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately
- 1.31 The Supplier shall provide the services as an independent 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.

1.31.1 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.

1.31.2 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.

1.32 Qualifications of Supplier

1.32.1 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 for this purpose as may be requested.

1.32.2 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 contract and to complete the work/furnish the item(s) contemplated therein.

1.33 Miscellaneous

1.33.1 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 Administrator to successfully negotiate an agreement.

1.33.2 Governing Law and Venue. 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.

- 1.33.3 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.
- 1.33.4 Appeal of Award. The Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.
- 1.33.5 In the event the awarded Supplier defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted contract. 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.
- 1.33.6 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal, or the entire proposal as deemed in the best interest of the District.
- 1.33.7 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. Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the Supplier's proposed variations.
- 1.33.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management

policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

1.34 Cooperative Purchasing Efforts. 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.

1.34.1 These organizations include:

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

1.34.1.2 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.

1.34.1.3 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.

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

The District is requesting electronic proposals from professional and qualified Suppliers to provide the following software that includes but is not limited the requirements in this RFP.

- 2.1 Minimum Requirements. Describe how your software meets or exceeds the following requirements:
- 2.1.1 Ability to create, edit, and manage unlimited projects.
 - 2.1.2 Ability to create and customize intake forms (with different access controls) to meet District project needs.
 - 2.1.3 Ability to gather approvals or have people "sign off" on projects or on aspects of the project at various stages of work.
 - 2.1.4 Mobile functionality - program must be able to be used on a phone or tablet and send push alerts when tasks are assigned, or messages are received.
 - 2.1.5 Professional development supports for those who are not familiar with project management processes/how those are embedded in the tool.
 - 2.1.6 Ability to gather approvals or have people "sign off" on projects or on aspects of the project.
 - 2.1.7 Ability to notify key stakeholders of overall project progress (via notifications/alerts/emails/etc. and via high-level dashboards (need to have ability to control permission levels)).
 - 2.1.8 Visualizations (stage in project / progress bars / percent complete / etc.) - dashboard with timelines and statuses on the different projects and project phases/steps.
 - 2.1.9 Project/task prioritization; due dates; integration with calendar software to include Outlook and Google calendar.
- 2.2 Added Value
- 2.2.1 Tell us about your integrations with other platforms, to include calendars (the District uses Google and Outlook calendars currently). While we are interested in all integration options, we would be most interested in Microsoft and Google integrations.
 - 2.2.2 Tell us about your product's visual design and interface and how that impacts usability.
 - 2.2.3 Tell us about your product's role-based user permission functionality. Provide any stock role types. Does it support multiple user types (both internal and external to the District)? We anticipate multiple roles will be involved in many projects - both as individuals completing or being assigned tasks as well as others who will view projects, forms, or project visualizations. Would such uses be supported? What would variable permissioned licenses cost if anything?

- 2.2.4 Can projects be viewed by non-users? What visualization options are available?
- 2.2.5 Tell us about your product's collaborative features. Are there discussion or conversation options embedded in the product?
- 2.2.6 Tell us about how your platform can be used to support workload management (attention to workload, number of tasks, recurring non-project work, etc.) alongside project management, if applicable. Please provide any case studies or use cases that outline how you can use your platform as both project and workflow management.
- 2.2.7 Tell us about your product's budgeting or other financial features. Can it track expenditures?
- 2.2.8 Tell us about your product's reporting tools. Can custom reports be created by users, or would that require your intervention?
- 2.2.9 Tell us about your product's licensing and access controls. Who can see what and how does that impact pricing?
- 2.2.10 Tell us about your product's data security. Where and how is the data generated by your product stored? What security measures are in place to minimize risk?
- 2.2.11 How do you support your product? What static resources and dynamic training options are available?
- 2.2.12 Describe the onboarding process you would use for the District and individual users within the District.

3.0 COST PROPOSAL

- 3.1 Provide a line-item cost proposal based on services provided. All costs shall include options for and outline all role-based permission options.
 - 3.1.1 Cost of software
 - 3.1.1.1 Cost per individual user
 - 3.1.1.2 Cost per group of users
 - 3.1.1.3 Cost for enterprise level of use
 - 3.1.2 Annual cost of a maintenance contract, including phone and online support.
 - 3.1.2.1 Year 1
 - 3.1.2.2 Year 2-5

3.1.3 Cost of training

3.1.3.1 Indicate the number of days anticipated for on-site training.

3.1.3.2 Provide cost for onboarding

3.1.3.3 Provide cost for user trainings

3.1.4 Indicate the number of days for delivery of software and services after receipt of a signed purchase order.

4.0 EVALUATION AND AWARD OF CONTRACT

4.1 Proposals will be evaluated on the following criteria. A cumulative point system will be used. Award shall be made to the most responsive and responsible Supplier meeting the specifications and deemed the most advantageous to the District.

Criteria	Points
System design and features	30
Ease of use for staff accessing the system	20
Ease of deployment and import of existing data	20
Cost Proposal	10
Timeframe, Support and Maintenance, Training	10
References from other school districts (Colorado preferred)	10

4.2 The District may at its discretion, elect to interview one (1) or more Suppliers that submit a proposal, but is not required to do so. The interview may either be conducted via a virtual platform or in person at a Poudre School District location (Ft. Collins, Colorado).

4.2.1 The determination of whether to conduct interviews with the finalist(s) shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the proposals.

4.2.2 Any Supplier selected for an interview will be expected to make an introductory presentation followed by a demonstration and question and answer period. The District will not reimburse any travel related or other expenses related to an interview.

4.3 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 Administrator to successfully negotiate a District agreement.

5.0 REFERENCE FORM

DISTRICT-WIDE
PROJECT MANAGEMENT SOFTWARE
RFP 23-680-001

References are mandatory – List three (3), non-Poudre School District, K-12 education market references, for which your company has completed similar services for projects of similar scope. The District may contact these references during the evaluation process. **Client reference letters shall be included in addition to the reference information listed below.**

5.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

5.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

5.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

6.0 INSURANCE

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 Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider 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. Provider shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. 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
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 6.0 shall not reduce the indemnification liability that Supplier has assumed in section 6.1.

Commercial General Liability

Minimum Limits

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

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.
- Poudre School District R-1, its elected officials, employees, agents, and volunteers, the contractor, and subcontractors, shall be named insureds under the policy.

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

Minimum Limit Per Loss \$1,000,000

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Provider.
- 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.

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

- Bodily Injury & Property Damage
Combined Single Limit Minimum \$1,000,000
- If Contractor operates vehicles in performing any services under this Contract, 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 Contractor” and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

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.

6.1 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 contract shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

7.0 MODEL FORMAT OF PROPOSAL

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

7.1 Title Page

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

7.2 Table of Contents

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

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

7.3.1 Briefly state the Supplier's understanding of the work to be done and describe in detail the Supplier's ability to fulfil the scope meet the deadlines requested by the District.

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

7.4 **Supplier's Approach**

7.4.1 Submit a work plan to accomplish the scope and questions defined in the Scope of Work and Requirements (Section 2.0).

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

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

7.4.4 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.

7.5 **References**

7.5.1 Submit completed reference form in Section 5.0.

7.6 **Cost Proposal**

7.6.1 Provide a cost proposal as identified in Section 3.0. Cost proposal and supporting documentation shall be clearly labeled "RFP 23-680-001."

7.7 **Proposal Certification Form**

7.7.1 Submit the completed form in Section 8.0.

--Intentionally left blank--

8.0 PROPOSAL CERTIFICATION

DISTRICT-WIDE PROJECT
MANAGEMENT SOFTWARE
RFP 23-680-001

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MT on November 17, 2022.

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.
- Supplier has read the conditions, including the insurance requirements and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly requested in the response submitted by the Supplier. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
- 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 contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone: _____

Contact Person: _____

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

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