



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

VOICE SYSTEM UPGRADE

RFP #19-680-004

PROPOSAL SCHEDULE

RFP Posted to BidNet	March 18, 2019
Supplier Questions due	March 27, 2019, 2:00 p.m. MST
RFP Closing Date	April 16, 2019, 2:00 p.m. MST
Proposal Consideration Period	April 17-30, 2019
Supplier Presentations	May 6-10, 2019
Anticipated Award Announcement	May 2019

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**REQUEST FOR PROPOSAL
VOICE SYSTEM UPGRADE
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Poudre School District (the District) is seeking proposals from Avaya Business Partners for the implementation of the District's enterprise voice system upgrade roadmap as specified in this Request for Proposal (RFP).

A copy of the Proposal and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this RFP must be in writing and may only 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 March 27, 2019. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed.

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

Each question submitted, as well as the District's response thereto, shall be provided in a Questions and Answers document/addendum through BidNet.

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 April 16, 2019. 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 April 17, 2019. 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

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BACKGROUND

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

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

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 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 and is not an offer to 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 contract.
- 1.6 Each Supplier (and its employees, representatives and subcontractors) agrees 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 Request for Proposal (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 6.0 of this document.

- 1.13 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 Procurement Services Department.
- 1.14 Suppliers are required to submit the name, address, phone number, email address and contact person of up to three (3) references for which your company has completed similar services as those requested in this RFP. Identify the scope of the project(s).
- 1.15 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.
- 1.16 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.
- 1.20 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, a contract 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 a contract cannot be performed as a result of such action, the contract may be terminated.
- 1.23 The District intends for the contract to commence in the spring of 2019 and continue in full force and effect through and including June 30, 2020, unless earlier terminated by the District as provided in Section 1.26 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 The Contract, at the option of the District, may be extended for up to four (4) additional one-year terms upon written notice to the Supplier for each one-year term.
- 1.24.1 Fees for Services shall remain fixed through the term of the Contract. Supplier's request to increase fees must be submitted in writing and received no later than sixty (60) days prior to the termination date of the Contract, as outlined in section 2.0. The District reserves the right to approve or reject any requests to increase Service fees.
- 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 planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the 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 contract.
- 1.27 Independent Supplier
- 1.27.1 The Supplier shall provide the services as an independent Supplier 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.
- 1.27.2 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.

1.27.3 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.

1.28 Certification Regarding Illegal Aliens

1.28.1 The Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this contract and will not enter into a contract with a subcontractor that fails to certify to the Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. The 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 contract through the 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).

1.28.2 The Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If the Supplier obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, the Supplier shall notify the subcontractor and the District within three (3) days that the Supplier has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. The 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 the 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 contract, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

1.29 Qualifications of Supplier

- 1.29.1 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.
- 1.29.2 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.

1.30 Miscellaneous

- 1.30.1 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 a contract.
- 1.30.2 Governing Law. A contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.
- 1.30.3 Equal Opportunity. The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 1.30.4 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.
- 1.30.5 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.
- 1.30.6 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.

- 1.30.7 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.
- 1.30.8 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.

1.31 Warranties

- 1.31.1 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 contract and industry standards thereafter. The warranty period will begin at the time the Services have been formally accepted in writing by the District.
- 1.31.2 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 contract.
- 1.31.3 The Supplier will correct all defects and/or deficiencies associated with the contract 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.
- 1.31.4 Supplier warrants that all Services furnished under the contract 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 warrants that all Services furnished under the contract shall be new unless otherwise specified by the District, and that the title conveyed regarding such Services shall be complete and its transfer rightful. 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.

- 1.31.5 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.
- 1.31.6 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.
- 1.31.7 By acceptance of a contract as a result of this Request for Proposal, in addition to the guarantees and warranties provided by law, Supplier expressly guarantees and warrants as follows:
- a. 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.
 - b. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

1.32 Cooperative Purchasing Efforts

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

1.32.2 These organizations include:

- Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- 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.
- Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing

(NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

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

2.1 The overall project consists of upgrading the District's enterprise voice infrastructure currently in place at all its existing locations. This infrastructure provides voice services to 50 school and administrative locations. In addition to upgrading the existing enterprise would be the installation and turn-up of voice infrastructure at five new facilities being constructed in 2021 and 2022.

- Turn-up is the process of providing, installing and testing all necessary Avaya or third-party voice equipment to give each facility dial tone on the District voice enterprise.

2.2 The upgrade process will consist of several steps, each one being its own project, complete with individual timelines and payments. The upgrade process is expected to begin in Spring 2019 and be complete no later than Spring 2021. The anticipated steps of the upgrade are detailed further in section 2.6 of this document.

2.3 The installation and turn-up process for the five new facilities is expected to occur Summer 2021 through Summer 2022. Each new facility is to be built or acquired without any voice services connected to the District voice enterprise. The number of phones at each facility is yet to be determined, but it is anticipated that the transport method will be mostly VoIP with some very limited analog requirements. Turn-up for each facility will be its own project and design, complete with individual timelines and payments. It is likely that the opening dates of each new facility will be staggered, though construction schedules and/or delays could change that.

2.4 Existing Conditions

2.4.1 The District's voice communications operate on an Avaya platform. The existing Avaya infrastructure is varied, consisting of a mixture of software and hardware:

- a. Core Software (running in VMWare)
 - Avaya Aura Communications Manager 6.3

- Avaya System Manager
 - Avaya Session Manager
 - Avaya Aura Messaging 6.3
 - Avaya Secure Access Link
 - Avaya WebLM
- b. Core Hardware
- Avaya Session Border Controller (physical equipment)
 - Avaya Aura Conference Bridge (physical equipment)
- c. Third Party Integrated Products
- SPOK E-911 services (physical server)
 - Nfocus call management (running in VMWare)
 - VeraSMART eCAS call accounting (running in VMWare)
- d. Endpoints
- There are approximately 4,300 physical telephone stations installed around the District. At the schools, most of the phones are analog with some digital sets mixed in.
 - Voice gateways are in place at most locations to connect the phones to the Avaya core. Voice gateway hardware consists of legacy Avaya G700, G430 & EM200, G450, and G650 cabinets.
 - Local Survivable Processors (or servers) are installed on the gateways should any given site experience a network failure and lose connectivity to the Avaya core.
 - A few locations have Avaya IP phones.

2.5 Upgrade Roadmap Goals

- 2.5.1 Prepare the voice enterprise for the growth the District will experience in the next few years.
- 2.5.2 Eliminate aging legacy Avaya gateways. Many are already deemed to be “end of support” or approaching that end.
- 2.5.3 Replace aging analog / digital phones with IP phones.
- 2.5.4 Minimize or eliminate the need for analog FAX lines throughout the district.
- 2.5.5 Turn-up the new facilities as they are completed.
- 2.5.6 Train District telecom staff for the day-to-day administration of the updated enterprise configuration. At a minimum, this will include training to the satisfaction of the District telecom staff on all new software, hardware, third

party integrated products, endpoints and system designs referenced in section 2.4.1.

- 2.5.7 Provide on-demand support for District personnel who may need assistance administering features of the voice enterprise. At a minimum, this will include remote support over the phone or via screen sharing, and on-site assistance as needed.

2.6 Upgrade Roadmap Details

The District's upgrade roadmap outlined below should be considered conceptual. It should be analyzed for gaps in functionality. Avaya Business Partners are encouraged to recommend modifications to the roadmap, provided those recommendations meet the goals of what the District expects to accomplish. The District must be consulted on, have input on, and approve specific design options for all projects resulting from this RFP.

- 2.6.1 The following steps are known issues the District must address to meet its intended upgrade roadmap goals. It is expected that the selected Avaya Business Partner will take a lead role in the coordination and implementation of each step or propose its own roadmap/roadmap modifications and take the lead role in the coordination and implementation of each step.

- a. Convert the District's present dialing plan from 4-digits to 5, 7 or 10-digits.
- b. Coordinate with the District and CenturyLink on the purchase of new DID blocks for the five new facilities, and the configuration of the voice enterprise to make them functional.
- c. Upgrade Avaya Communication Manager 6.3 to a later version.
- d. Upgrade Avaya Aura Messaging 6.3 to a later version.
- e. In coordination with District telecom staff, identify and implement a FAX replacement solution (enterprise-wide FAX server or FAX service).
- f. In coordination with District telecom staff, convert one pilot location completely to IP phones.

Associated issues to address during this process may include, but are not limited to:

- E-911 reporting for an IP deployment,
- Network survivability for the new design, and
- Analog requirements for FAX and alarm circuits.

This pilot location will serve as a proof-of-concept to be deployed at all other District locations, as well as the five new facilities to be built.

- g. In coordination with District telecom staff, using the proof-of-concept model, convert all remaining locations to IP phones.

- h. In coordination with District telecom staff, using the proof-of-concept model, install and turn-up the five new facilities as they are ready for connection to the District's voice enterprise.

2.7 Maintenance and Support

- 2.7.1 Provide Service Level Agreement (SLA) structure details regarding the ongoing maintenance and support offered by your company. This shall include hours of operation, response times by severity level, time zones of support locations, and any other pertinent details.

2.8 Warranty

- 2.8.1 Provide warranty information for each milestone you propose. This shall include software warranty, hardware warranty or both.

3.0 REVIEW AND ASSESSMENT

- 3.1 Professional firms will be evaluated on the following General Qualifications criteria. These criteria will form one basis for review of the written proposals and interview session. A cumulative point system will be used.

- 3.2 The rating scale will be from **0 to 5**
0 = Does Not Meet Minimum Criteria, 5 = Exceptional

	Score (0-5)	Comments
Upgrade Roadmap strategy		
Cost Proposal One-time and ongoing costs		
References		
Warranty		
TOTAL POINTS		

4.0 REFERENCE EVALUATION (TOP RANKED FIRM)

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

QUALIFICATION	STANDARD
Overall Performance	Are you pleased with the Supplier's performance? Would you continue to exercise your contract with this Supplier, 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 Voice Systems	Was there an understanding of professional practices and procedures? Were the specifications complete, thorough and accurate? Is the product the right "fit" for the organization?
Reporting	Are the Supplier's reports thorough and complete? Do they address your needs? Are they customizable?
Specific Contract Requirements	Was the Supplier able to meet required schedules? Are the products/services accurate, complete and professional? Is there a dedicated representative?

5.0 COST PROPOSAL

- 5.1 Provide a detailed comprehensive cost breakdown for each milestone you propose.
- 5.2 Outline all ongoing costs (e.g. licensing, subscription fees, maintenance, support, etc.).

6.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this contract, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. 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 contract, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this contract. The standard wording of said certificates shall be amended to state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that Supplier has assumed in Section 6.1 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. General Aggregate \$2,000,000
- e. Coverage must be written on an "occurrence" basis
- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only if Supplier operates vehicles in performing any services under this contract)

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payment Coverage \$5,000
- c. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Workers' Compensation and Employer's Liability*

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance

* This requirement shall not apply if Supplier is exempt under the Colorado Workers' Compensation Act **AND** if Supplier has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Workers' Compensation.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. Per Loss \$3,000,000
- b. Aggregate Limit \$3,000,000
- c. If policy is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of the Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is complete. Supplier shall also maintain such insurance for an additional period of three (3) years following termination of the Contract.
- d. If policy is written on an occurrence form basis, Supplier shall maintain such insurance for an additional period of one (1) year following termination of the Contract.

6.1 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 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. Each Supplier is limited to one single binder for its proposal submittal.

7.1 **Title Page**

7.1.1 Show the solicitation subject, the name of the proposing firm, 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. Make a positive statement that deadlines specified in the solicitation will be met.

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** (Section 2.0) meeting the established critical deadlines for delivery.

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.

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

7.5 **References**

7.5.1 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 4.0.

7.6 **Cost Proposal**

7.6.1 Cost proposal and supporting documentation shall be clearly labeled "RFP 19-680-004."

7.7 **Proposal Certification Form**

7.7.1 Submit the completed form in Section 8.0.

8.0 **PROPOSAL CERTIFICATION**

**REQUEST FOR PROPOSAL
VOICE SYSTEM UPGRADE
RFP #19-680-004**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on April 16, 2019.

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 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 & 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.