



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

E-RATE CATEGORY 1 SERVICES

IFB 22-680-008

BID SCHEDULE

IFB Posted to BidNet

January 17, 2022

Supplier Questions Due

January 25, 2022 - 2:00 p.m.

IFB Closing Date

February 15, 2022 - 2:00 p.m.

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E-RATE CATEGORY 1 SERVICES IFB 22-680-008

Poudre School District (the District) is requesting bids from professional and qualified suppliers to provide a 10-gigabit symmetrical internet circuit and related services to the District's primary data center. This Information for Bid (IFB) is published in conjunction with the Universal Services Administrative Corporation E-Rate Form 470 schedule.

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

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on January 25, 2022. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

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

The District will accept and consider only electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on February 15, 2022. At that time, the submission portal will close, and no further submissions will be allowed, nor considered.

During the solicitation process and until an award has been announced, communication regarding this IFB will only be permitted with the Procurement Agent named below. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on February 15, 2022. During the bid consideration period, the District may ask questions of and/or request additional information from Suppliers who have submitted bids.

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 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 bids: Any bid deemed to be collusive, or a sham bid will be rejected and reported to authorities as such. Your authorized signature on the bid assures that such bid is genuine and is not a collusive or sham bid.

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

Sincerely,
Karen Wailly
Senior Procurement Agent

1.0 **BACKGROUND**

The 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 District families choose to send their children to their neighborhood schools, 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 combination middle/high schools opening Fall 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District by all prospective suppliers (Suppliers) on behalf of District solicitations including, but not limited to, Invitation for Bids (IFB), Request for Quotes (RFQ), and Request for Proposals (RFP).
- 2.3 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 2.4 Supplier must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 Bids must meet or exceed specifications contained in the solicitation document.
- 2.6 Suppliers are required to submit the name, address, phone number, email address and contact person for three (3) organizations that have purchased similar products and services in the past 24 months.
- 2.7 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing bids in response to this solicitation.
- 2.8 All chemicals, equipment and materials proposed and/or used by Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Safety Data Sheets (SDS) shall accompany each shipment, when applicable.
- 2.9 The District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number is: 98-03335.
- 2.10 Supplier and its employees, representatives, and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules, and regulations.
- 2.11 The awarded Supplier shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.12 Supplier agrees to provide the items covered in this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.13 Unless otherwise agreed in writing by the District, delivery of products shall be FOB destination with all transportation and handling charges paid by the awarded Supplier.

- 2.14 The District's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier fails to deliver as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.15 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 8.0 of the IFB. Supplier must maintain the required insurance for the duration of the project.
- 2.16 The Supplier, by affixing his signature to this bid, certifies that his bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Supplier also certifies that his bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.17 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.
- 2.18 Supplier must note in the solicitation response any intent to use subcontractors.
- 2.18.1 The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included.
- 2.18.2 Use of subcontractors may be considered as a factor in the District's evaluation process.
- 2.18.3 If the Supplier fails to notify the District of its intent to use subcontractors in the bid submittal, the bid may be considered a void offer.
- 2.18.4 Subcontractors will be allowed only by written consent of the District.
- 2.18.5 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.
- 2.19 A submission of a bid in response to this solicitation is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in the IFB.

- 2.19.1 The successful Supplier will be required to enter into a negotiated District agreement prior to the start of project work.
- 2.19.2 The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement.
- 2.20 Once the evaluation of responses received is complete and the intent to award is issued to the recommended Supplier, the recommended Supplier will have five (5) business days to successfully negotiate a contract with the District.
- 2.21 The agreement between the District and the awarded Supplier is planned to commence upon full execution of the agreement and issuance of a District purchase order and shall continue through and including September 30, 2023 unless terminated earlier by the District as in section 2.22 below.
- 2.22 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in sections 2.21 above, the District may terminate the agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.23 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an agreement is in effect. In no event, shall the District's obligations in an agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.24 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this agreement 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 the agreement cannot be performed as a result of such action, the agreement may be terminated.
- 2.25 The Supplier shall provide the services as an independent service contractor of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.
- 2.25.1 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 coverage's 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, works' 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 the solicitation.

2.25.2 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.

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

2.26.1 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the worker without authorization. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 2.27 Supplier agrees to not 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.
- 2.28 Governing Law. An agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.
- 2.29 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.
- 2.30 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 2.31 Where there appears to be variances or conflicts between the General Terms and Conditions and the Specific Conditions outlined in this solicitation, the Special Conditions shall prevail.
- 2.32 The District shall issue written addenda if substantial changes which impact the technical submission of bids are required. Copies of such addenda will be distributed via the BidNet system. In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.33 All information and supplemental documentation required in conjunction with this IFB shall be furnished by the Supplier with its bid. If the Supplier fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.34 The accuracy of the bid is the sole responsibility of the Supplier. No changes in the bid 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 and the price actually intended.
- 2.35 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.36 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

- 2.37 Payment for the goods and/or services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Supplier at the Supplier's expense.
- 2.37.1 In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.
- 2.38 The District may, at its sole and absolute discretion:
- 2.38.1 Reject any and all or parts of any or all bids submitted by prospective Suppliers;
- 2.38.2 Re-advertise this solicitation;
- 2.38.3 Postpone or cancel the bid process for this solicitation;
- 2.38.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this IFB or in bids received in conjunction with this IFB; and/or
- 2.38.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.39 Information and materials submitted in response to this IFB 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.
- 2.40 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 bid fully complies with the specifications and terms and conditions.
- 2.40.1 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. Variations accepted by the District will be conveyed in writing.

2.41 Warranties

- 2.41.1 Notwithstanding prior acceptance of goods and services by the District, the Supplier shall expressly warrant all delivered goods and 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 goods and services have been formally accepted in writing by the District.
- 2.41.2 Supplier warrants that all goods and services furnished under the contract shall be merchantable and shall be safe and appropriate for the purpose for which goods and 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 goods and service, Supplier warrants that such goods and services shall be fit for that particular purpose. Supplier warrants that all goods furnished under the contract shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods and services shall be complete and its transfer rightful. Supplier agrees to promptly replace or correct all defects and/or deficiencies in any goods and services not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Supplier the opportunity to do so.
- 2.41.3 The Supplier will correct all defects and/or deficiencies associated with the contract and replace incorrect or defective goods and 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.
- 2.41.4 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.
- 2.41.5 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.
- 2.41.6 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 it in the bid in writing and give approval. The District may permit experimentation but may require special guarantees by the Supplier to cover the experimental work.

2.41.7 By acceptance of a contract as a result of this IFB, in addition to the guarantees and warranties provided by law, Supplier expressly guarantees and warrants as follows:

- a. That the items 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.

3.0 SPECIFIC CONDITIONS

3.1 The Supplier shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.

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

3.1.2 If the District is directed or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Supplier's services, with or without prior notice.

3.2 To be eligible for award, Supplier must:

3.2.1 Register as a supplier on BidNet to download this solicitation and all associated documents.

3.2.2 Provide applicable Service Provider Identification Number (SPIN) verifying its participation in the federal E-Rate program approved by the FCC and administered by the Schools and Libraries.

3.2.3 Provide proof of current E-Rate SPAC 473 form.

- 3.3 The purchase resulting from this IFB may be contingent upon approval from the Universal Services Administrative Company for E-Rate funding.
- 3.4 Supplier must maintain required insurance (Section 8.0) during the term of the contract.
- 3.5 The District will designate a primary representative prior to the commencement of work through which the Supplier will coordinate the project.
- 3.6 The District will provide access to the premises and related facilities for normal working hours or outside normal working hours and days as requested by the District. All work will be coordinated with the District prior to commencement. The needs of specific areas, including controlled access and security concerns, may necessitate after-hour scheduling.

4.0 PROJECT SCOPE AND SPECIFICATIONS

- 4.1 Supplier understands that this is a non-binding forecast subject to factors outside of the District's control, which may result in actual demand increasing or decreasing from figures provided.
- 4.2 Provide 10 gigabit symmetrical internet service to the Poudre School District Information Technology Center (2413 Laporte Avenue, Fort Collins 80521).
- 4.3 Termination type (handoff) needs to be one fiber interface of the following type: Single-mode or multi-mode fiber using LC connectors.
- 4.4 The Internet connection should be configurable as a Border Gateway Protocol (BGP) peer using the District's AS number.

5.0 EVALUATION AND AWARD

- 5.1 The District may select multiple Suppliers from whom to contract for internet service.
- 5.2 The award of bid shall be made to the lowest responsive, responsible Supplier(s) meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, previous experience with similar projects, references, and delivery time. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 5.3 Amendments or clarifications to the submitted bids not requested by the District evaluation committee will not be accepted, nor considered following the opening of the bid.

6.0 COST PROPOSAL

- 6.1 Explain the physical path your circuit would enter the building (2413 Laporte Avenue, Fort Collins 80521) starting from approximately one (1) mile from the building.
- 6.2 Describe your cost structure for one, three, and five-year terms.
- 6.3 Describe your service level agreement relative to up-time and support / repair.
- 6.4 Describe all costs (e.g., installation, initial set-up) not related to the monthly service charge.
- 6.5 Provide your E-Rate Service Provider Identification Number (SPIN).

7.0 REFERENCES

References are required – List three references for which your company has completed similar services within the past three (3) years.

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

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

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

8.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Supplier with limits and or coverages that do not meet the requirements does not waive the requirements and the Supplier shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte 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 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 \$3,000,000
- 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 Supplier even if those limits of liability are in excess of those required by this Agreement.

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

- Bodily Injury & Property Damage
Combined Single Limit Minimum \$1,000,000
- If Supplier operates vehicles in performing any services under this Agreement, the

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

Workers’ Compensation and Employers’ Liability

If Supplier is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

- 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.

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. Supplier 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 Supplier’s services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

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

8.1 Indemnification

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

9.0 BID CERTIFICATION

E-RATE CATEGORY 1 SERVICES

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on February 15, 2022.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company’s bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s bid is being offered independently of any other Supplier and in full compliance with the terms specified in Section 2 and 3 of the IFB.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB opening.

Company Name: _____

Company address: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Phone number: _____

Contact Person: _____

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

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