



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

HYPERCONVERGED SERVER INFRASTRUCTURE

RFP 21-680-014

PROPOSAL SCHEDULE

RFP Posted to BidNet

April 22, 2021

Questions Due

May 3, 2021 – 2 p.m. MST

RFP Closing Date

May 20, 2021 – 2 p.m. MST

TABLE OF CONTENTS

PURPOSE OF RFP

1.0 BACKGROUND

2.0 GENERAL TERMS AND CONDITIONS

3.0 SPECIFIC CONDITIONS

4.0 PROJECT SCOPE AND SPECIFICATIONS

5.0 COST PROPOSAL AND INFORMATION

6.0 EVALUATIONS AND AWARD OF CONTRACT

7.0 INSURANCE

8.0 REFERENCES

9.0 REFERENCE EVALUATION

10.0 PROPOSAL CERTIFICATION

EXHIBIT A – DISTRICT SERVER and STORAGE ASSETS for TRADE-IN CONSIDERATION and RECYCLING

**HYPERCONVERGED SERVER INFRASTRUCTURE
RFP 21-680-014**

Poudre School District (the District) is requesting proposals from experienced and qualified suppliers to design and implement a hyperconverged server infrastructure (HCI) to replace the District's current computer, storage, and networking infrastructure. The intent is for a single supplier to provide a responsible solution 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 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 May 3, 2021. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

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

The District will only accept and consider electronically submitted proposals. Proposals must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on May 20, 2021. 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 RFP 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 proposal from consideration.

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on May 20, 2021. During the proposal consideration period, the District may ask questions of and/or request additional information from Suppliers who have submitted 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 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 the 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

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 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
- 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 Prospective supplier (Supplier) must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 2.3 Proposals must meet or exceed specifications contained in this document.
- 2.4 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 2.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package. Any proposed variance must be accepted in writing by the District prior to award of the contract.
- 2.6 Supplier, its employees, representatives, and subcontractors agree to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 2.7 The successful Supplier shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.8 Contact with District personnel regarding this RFP, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 2.9 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.
- 2.10 Proposal shall contain a signature of an authorized representative in the space provided on the Proposal Certification. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 2.11 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.

- 2.12 For services requiring Supplier's presence on District property and the project site, the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 7.0 of this document.
- 2.13 The successful Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the Strategic Sourcing Department.
- 2.14 Suppliers are required to submit the name, address, telephone number, email address and contact of three (3) educational references for which your company has completed similar services as those requested in this RFP.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 2.19 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, Supplier is encouraged to check the BidNet website to ensure additional requirements are incorporated into its submission.
 - 2.19.1 Supplier is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.

- 2.20 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.
- 2.21 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.
- 2.22 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.
- 2.23 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 District intends for the contract to continue in full force and effect through and including June 2022, unless earlier terminated by the District as provided in Section 2.26 below.
- 2.24 For services provided, and at the option of the District, the contract may be extended beyond the first term for up to four (4) additional one-year terms subject to the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.
- 2.24.1 Changes in price and/or specifications of renewal maintenance must be submitted to the District for review and approved at least (60) days prior to the end of the term and agreed upon by both parties.
- 2.25 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) 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.
- 2.26 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.

2.27 Independent Contractor. Supplier shall provide the Services under this Agreement as an independent contractor of the District. As such, Supplier shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

2.27.1 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 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 contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

2.27.2 Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Supplier and the District. Supplier is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent, or representative of the District. The District is not a partner, agent, or representative of Supplier and shall not represent itself to be a partner, agent, or representative of Supplier. Supplier shall not attempt or purport to extend the faith and credit of the District to any third party, person, or entity. Supplier acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District.

2.28 Certification Regarding Illegal Aliens

2.28.1 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).

2.28.2 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.

2.29 Qualifications of Supplier

2.29.1 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 as may be requested for this purpose.

2.29.2 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.

2.30 Miscellaneous

2.30.1 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.

2.30.2 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.

- 2.30.3 Equal Opportunity. The successful firm agrees 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.
- 2.30.4 Appeal of Award. Supplier may appeal the award by submitting a written request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after receipt of the notice of award.
- 2.30.5 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.
- 2.30.6 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.
- 2.30.7 Variances. For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications. Variances 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 variances. Variances accepted by the District will be conveyed in writing.
- 2.30.8 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.

2.31 Warranties

- 2.31.1 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.
- 2.31.2 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.
- 2.31.3 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.
- 2.31.4 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 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.
- 2.31.5 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.
- 2.31.6 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.

2.31.7 By acceptance of a contract as a result of this RFP, 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.

3.0 SPECIFIC CONDITIONS

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

3.1.1 Supplier shall ensure all individuals providing Services under this agreement for the Supplier wear appropriate personal protective equipment, as designated in section 3.1, 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 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.

3.2.1 In the case of conflicts between the RFP and any referenced proposal documents, the more stringent requirements shall govern. In all cases, the Supplier is responsible for notifying the District of the conflict.

4.0 **PROJECT SCOPE AND SPECIFICATIONS**

- 4.1 The District is seeking a hyperconverged solution that will lower the total cost of ownership as well as improve the availability and performance of its computing, networking, and storage infrastructure.
- 4.2 Because of the complexity and interoperability of the desired solution, the District is seeking a single Supplier to provide all products and services requested.
- 4.3 Successful Supplier will work with the District team to coordinate and manage the entire project and engage all necessary parties.
 - 4.3.1 Project shall be scheduled with consideration of its impact on instructional programs and existing services, causing some work to be accomplished after normal work hours.
- 4.4 The District desires a complete solution for both hardware and software and expects the successful Supplier to perform all duties required to provide a fully functional system.
 - 4.4.1 Responsible for an initial assessment of the District's current network and server infrastructures, and hosted web applications or services in order to successfully migrate the District's current VMWare platform onto the new HCI solution
 - 4.4.2 Must design, install (on-site), configure, and migrate current virtual machines from the District's current VMWare platform onto the HCI solution as part of this proposal
 - 4.4.3 Must install and configure all management software, accessories, hardware, and other items at the direction of the District technical team
 - 4.4.3.1 Installation will be deemed complete when District technical team agrees system is fully functional to equipment technical specifications
 - 4.4.4 Must install and configure a disaster recovery solution
 - 4.4.5 Responsible for all support and maintenance over the life of the product
 - 4.4.5.1 The proposed solution, including all hardware and software elements, must be covered by a single maintenance and support agreement for a period of 5+ years.
 - 4.4.6 Must provide on-site training for up to five (5) members of the District technical team.

- 4.4.6.1 Training documentation must be provided to the District technical team.
- 4.4.7 Must remove and recycle District's retiring equipment.
- 4.5 Technical requirements of proposed HCI solution
 - 4.5.1 Must meet the following minimum requirements:
 - 661.60 GHz CPU
 - 150 TB Storage
 - 3TB RAM
 - 140 Virtual Machines (VM)
 - 4.5.2 Must be a turnkey hyperconverged solution where hyperconvergence is a type of infrastructure system with a software-centric architecture that tightly integrates computing, storage, and networking resources
 - 4.5.3 Must be designed to provide native integration with VMware
 - 4.5.4 Must provide automated/validated/tested lifecycle management of all software and hardware (e.g., BIOS, Firmware) components of the engineered platform
 - 4.5.5 Must provide N+1 resilience such that, in the event of a node (server) failure or maintenance downtime, no loss of performance or data will occur
 - 4.5.6 Must be able to demonstrate seamless and non-disruptive scaling down of the cluster (e.g., node removal) allowing decommissioning of older nodes
 - 4.5.7 Must be able to demonstrate seamless and non-disruptive scaling out of the cluster (e.g., node addition), thus obviating the need for forklift upgrades
 - 4.5.8 Must be able to scale out without any limitations
- 4.6 Technical proposal shall include, at a minimum, the following documentation and description of related services.
 - 4.6.1 Explanations for deviations (if any)
 - 4.6.2 A detailed project schedule, end-user training plan, risk management plan, and quality management plan for the project
 - 4.6.3 A resource plan detailing the resources needed from both the District and the Supplier to support the implementation efforts e.g., customizing, testing, software, personnel, and any implementation requirements

- 4.6.4 Capacity building and knowledge transfer program should include training sessions for technical and non-technical staff
- 4.6.5 Any other relevant documentation exhibiting proof of competency for this type of project
- 4.6.6 At least three (3) previous projects of similar scope
- 4.7 Methodology / Description of Approach
 - 4.7.1 Supplier must provide a comprehensive description of how it will provide the required services. Information provided must be sufficient to convey to the District that the Supplier understands the effort required to provide the requested services and that it has an approach, methodology and work plan to overcome possible challenges.

5.0 COST PROPOSAL AND INFORMATION

- 5.1 Provide pricing for the following
 - 5.1.1 Server Hardware
 - 5.1.2 Installation Services
 - 5.1.3 Support and Maintenance
 - 5.1.4 Credit / Trade-in Allowance for the District’s current server and storage hardware. Refer to Exhibit A.
- 5.2 Elaborate on your company’s experience with HCI product offerings. Include your company’s history with HCI solutions.

6.0 EVALUATIONS AND AWARD OF CONTRACT

- 6.1 Suppliers will be evaluated on the following criteria using a cumulative point system.
 - 6.1.1 Supplier’s ability to comply with all identified requirements within the Project Scope – 25 points
 - 6.1.2 Supplier’s experience and expertise with HCI solutions – 20 points
 - 6.1.3 Cost – 20 points
 - 6.1.4 Quality of the proposal (e.g., clarity, consistency, comprehensiveness, and appropriateness) – 15 points

6.1.5 Project schedule (time required to design and implement proposed solution) – 10 points

6.1.6 Company financial viability – 10 points

6.2 Award shall be made to the single most responsive and responsible Supplier meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to price, delivery time, adherence to specifications, and previous experience with similar projects.

6.2.1 Proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

7.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and 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 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
Email to: risk@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 7.1.

Commercial General Liability

Minimum Limits

a. Each Occurrence Bodily Injury & Property Damage \$2,000,000

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

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

Minimum Limits

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

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Supplier’s services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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:

- a. Coverage for all directors, officers, agents, and employees of the Supplier.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.

- e. 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 (Only if Supplier Operates Vehicles in Performing Any Services Under This Agreement)

Bodily Injury & Property
 Damage Combined Single Limit \$1,000,000

Workers' Compensation and Employers' Liability

Minimum Limits

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.

- a. State of Colorado Statutory
- b. Employer's Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

7.1 Indemnification

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

8.0 REFERENCES

References are required – List three educational references for which your company has completed similar services for projects of similar scope.

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

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

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

9.0 REFERENCE EVALUATION (Top Ranked Supplier)

References will be checked using the following criteria.

QUALIFICATION	STANDARD
Overall Performance	Are you pleased with the services provided?
Thoroughness	Did the Supplier follow through with the project, keeping you informed of status?
Knowledge of Hyperconverged Infrastructure	Was there an understanding of professional practices and procedures?
Testing	What did the Supplier do to ensure your organization's applications operated as expected on the new infrastructure?
Specific contract requirements	Was the Supplier able to provide services per required schedules and budget?

10.0 PROPOSAL CERTIFICATION

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on May 20, 2021.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company shall adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the company’s proposal responding to the RFP.
- The company meets or exceeds all of the required criteria as specified by this RFP.
- The company’s proposal is being offered independently of any other Supplier and in full compliance with the terms specified in this RFP.
- The company shall accept any awards made to it, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP closing.

Company Name _____

Signature of Agent _____

Printed Name _____

Title _____

e-Mail Address _____

Mailing Address _____

Phone Number _____

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.

