



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

SECURITY AUDIT

RFP 22-680-009

PROPOSAL SCHEDULE

RFP Posted to BidNet	March 22, 2022
Questions Due	March 30, 2022, 2:00 p.m. MST
RFP Closing Date	April 21, 2022, 2:00 p.m. MST

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SECURITY AUDIT RFP 22-680-009

Poudre School District (“the District”) is requesting proposals from existing, experienced, and qualified, service providers to enter into a contract with the District for services to conduct an Information Technology (“IT”) Security Audit on the District’s IT environment. The intent is for a single service provider to provide a responsible solution as specified in this Request for Proposal (“RFP”).

The District shall provide copies of this RFP to ss through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered service providers are required to submit their electronic proposal responses.

Questions regarding this RFP must 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 30, 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.

During the solicitation process and until an award has been announced, communication regarding this RFP shall 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.

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 21, 2022. 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 21, 2022. During the proposal consideration period, the District may ask questions of and/or request additional information from service providers who have submitted proposals. Selected service providers 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 the District is prohibited.

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

Sincerely,
Karen Wailly, Senior Procurement Agent

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 40 Energy Star awards and supports operational sustainability in all areas of work.

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.

Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 middle-high schools opening Fall 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

Approximately 30,000 students and 4,000 staff members

The District's IT environment includes:

- A primary data center with a six (6) node HCI VM cluster
- A disaster recovery data center with a four (4) node HCI VM cluster
- Windows Active Directory with multiple domain controllers distributed across multiple physical locations
- Over 67,000 tracked and managed technology assets, including Windows laptops (~38K) and desktops (~1K), MACs, Google Chromebooks, iPads, and iPhones
- Over 3,500 Wi-Fi access points
- Microsoft Enterprise with Office 365, Google Enterprise
- Approximately 100 physical servers distributed throughout multiple District locations
- A hybrid on-premise / off-premise computing and storage environment
- District locations connected by multiple redundant fiber rings as well as direct point-to-point connections

1.0 GENERAL CONDITIONS

- 1.1 This is a solicitation for an offer from a prospective service provider (“Service Provider”) and is not an offer from the District to enter into an agreement for goods or services.
- 1.2 Service Provider 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 Service Provider. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 1.6 Service Provider, its employees, representatives, and subcontractors agree to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 1.7 The successful Service Provider shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 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.
- 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 Service Provider 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 Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider 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 Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 1.12 For services requiring Service Provider's presence on District property and the project site, the Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 8.0 of this document.
- 1.13 The successful Service Provider shall not transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.14 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. Nothing contained in the agreement, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.15 Service Providers are required to submit the name, address, phone number, email address and contact person of at least three (3) school district references of comparable size to Poudre School District for which your company has completed similar services as those requested in this RFP within the past 36 months.
- 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 Service Provider as deemed in the best interest of the District.
- 1.17 There is no expressed or implied obligation for the District to reimburse responding Service Providers 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 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, Service Providers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
 - 1.19.1 Service Provider is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.

- 1.20 The District reserves the right to negotiate further with one or more Service Provider 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 Service Provider to provide the services called for under the RFP and/or represented in the Service Provider's response. Service Providers shall timely provide information to the District in connection with such inquiries and investigations. Service Providers 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 Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Service Provider.
- 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 an agreement cannot be performed as a result of such action, the agreement may be terminated.
- 1.23 The initial agreement between the District and the successful Service Provider is planned to commence upon full execution of the agreement and shall continue through and including June 30, 2023, unless terminated earlier by the District as stated in section 1.25 below.
- 1.23.1 For Services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the agreement for each one (1) year term.
- 1.24 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) 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.
- 1.25 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided 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 Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this agreement.

1.26 Independent Contractor. The Service Provider shall provide the services as an independent service contractor of the District. As such, the Service Provider 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.

1.26.1 The Service Provider 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 Service Providers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.26.2 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 Service Provider and the District. The future Service Provider 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 Service Provider and shall not represent itself to be a partner, agent, or representative of the Service Provider.

1.27 Certification Regarding a Worker Without Authorization. Service Provider 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 an agreement with a subcontractor that fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Service Provider 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 Service Provider'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).

1.27.1 Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Service Provider obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Service Provider shall notify the subcontractor and the District within three (3) days that Service Provider has such actual knowledge and terminate the subcontractor within three (3) days of providing the notice if the subcontractor

has not stopped employing or contracting with the worker without authorization. Service Provider 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 Service Provider 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.

1.28 Qualifications

1.28.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider shall furnish to the District all such information and data as may be requested for this purpose.

1.28.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the agreement and to complete the work/furnish the item(s) contemplated therein.

1.29 Miscellaneous

1.29.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Service Provider, the recommended Service Provider will work with the District's Contract Manager to successfully negotiate an agreement.

1.29.2 **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.

1.29.3 **Equal Opportunity.** It is agreed that no otherwise qualified Service Provider shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

- 1.29.4 Appeal of Award. Service Provider 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.
- 1.29.5 In the event the awarded Service Provider defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Service Provider or from other sources during the remaining term of the terminated/defaulted agreement. Under this arrangement, the District shall charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.29.6 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a proposal or to procure an agreement 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.
- 1.29.7 Variances. For the purposes of solicitation evaluation, Service Provider must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider'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.
- 1.29.8 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 an integral part of the physical plant operation.
- 1.30 Cooperative Purchasing Efforts. Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.
- 1.30.1 These organizations include:
- 1.30.1.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

1.30.1.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts, or school districts along the front range of the Rocky Mountains in Colorado.

1.30.1.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

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

2.1 Health Standards. The Service Provider 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.

2.1.1 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment at all times while on District property.

2.1.2 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 Service Provider's services, with or without prior notice.

2.2 The successful Service Provider 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.

- 2.2.1 In the case of conflicts between the RFP and any referenced proposal documents, the more stringent requirements shall govern. In all cases, the Service Provider is responsible for notifying the District of the conflict.
- 2.3 Non-Disclosure of Confidential Information. Service Provider understands that while performing Services under this Agreement, it may be provided access to student records or personally identifiable information protected from disclosure to third parties and subject to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and the Colorado Open Records Act (C.R.S. §§ 24-72-201 *et seq.*) or other laws that protect or prohibit information from disclosure regarding any District student, student family, student health/medical condition, student disability, employment records, personnel files, medical records, confidential financial information, or other information deemed confidential by the District. Such records and information are considered confidential and protected. Accordingly, Service Provider hereby agrees that it shall keep confidential and shall not disclose any information, to which it gains access in connection with its provision of the Services. To the extent Service Provider has access to such records and information, Service Provider shall be deemed a “school official” as such term is defined under FERPA. Service Provider agrees that it or its employees, volunteers and subcontractors shall not use education records or personally identifiable student information for any purpose other than in performance of this Agreement.
- 2.3.1 At the termination of this Agreement or earlier, if requested by the District, Service Provider shall promptly return all such information, and/or shall at the request of the District destroy or delete all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Service Provider violates the terms of this section, Service Provider agrees to indemnify, defend, and hold harmless the District, and/or its employees and agents, from all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Service Provider also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.
- 2.4 Obligations and Return of Confidential Information. The receiving parties’ obligation hereunder shall survive for a period of five (5) years following termination of this Agreement; provided however, any confidential obligations with respect to protected District information shall survive indefinitely to the extent required to comply with applicable law. All confidential information shall remain the sole property of the disclosing party, and all materials containing any such confidential information, including all copies made by the receiving party, shall be returned to the disclosing party, or destroyed immediately upon termination or expiration of this Agreement, or upon the receiving party’s determination that it no longer has a need for such confidential information. Upon the request of the disclosing party, the receiving party shall certify in writing that all materials containing such confidential

information, including all copies thereof, have been returned to the disclosing party or have been destroyed.

3.0 SCOPE OF WORK AND SPECIFICATIONS

- 3.1 The goal of this RFP is to identify and award business to a Service Provider that will provide an IT Security Audit meeting the District's business and technical requirements. The vision for this project is to ensure the District fully understands what systems make up its infrastructure, the criticality of those systems, their vulnerabilities, the risks each vulnerability presents, and to ensure the District has the processes, personnel, and technologies to prioritize and remediate any risks.
- 3.2 The District's current required framework is to audit its compliance in accordance with the current Center for Internet Security (CIS) Critical Security Controls, Version 8 (<https://www.cisecurity.org/controls/>).
- 3.3 All current eighteen (18) Controls should be addressed by the audit. This RFP will not attempt to specify these controls in further detail. Refer to the current CIS Critical Security Controls, Version 8 for more information.
 - 3.3.1 Inventory and Control of Enterprise Assets
 - 3.3.2 Inventory and Control of Software Assets
 - 3.3.3 Data Protection
 - 3.3.4 Secure Configuration of Enterprise Assets and Software
 - 3.3.5 Account Management
 - 3.3.6 Access Control Management
 - 3.3.7 Continuous Vulnerability Management
 - 3.3.8 Audit Log Management
 - 3.3.9 Email Web Browser and Protections
 - 3.3.10 Malware Defenses
 - 3.3.11 Data Recovery
 - 3.3.12 Network Infrastructure Management
 - 3.3.13 Network Monitoring and Defense
 - 3.3.14 Security Awareness and Skills Training

- 3.3.15 Service Provider Management
- 3.3.16 Application Software Security
- 3.3.17 Incident Response Management
- 3.3.18 Penetration Testing
- 3.4 For each of the Controls, the audit should include the following.
 - 3.4.1 Documentation of findings, including areas of compliance and non-compliance to include IG1 to IG3 safeguards.
 - 3.4.2 Provide a list of action items based on the audit findings.
 - 3.4.3 Prioritize detailed fixes to remediate any security issues discovered.
- 3.5 Although any recommendations for the use and/or on-going use of additional tools or solutions may be considered, this audit should not be used to promote the use of any additional services.
- 3.6 Experience providing similar IT Security Audits in local government or educational environments is preferred.
- 3.7 Technical proposal submittal shall include, at a minimum, the following documentation and description of related services.
 - 3.7.1 Explanations for deviations
 - 3.7.2 A detailed project schedule to include the anticipated start date as well as the length of time required to complete the project
 - 3.7.3 A resource plan detailing what is required from both the District and the Service Provider to support completion of the audit
 - 3.7.4 Any relevant documentation exhibiting proof of competency for this type of project
 - 3.7.5 An overview of three (3) previous projects of similar scope
- 3.8 Methodology / Description of Approach
 - 3.8.1 Provide a comprehensive description of how you will provide the requested services of this RFP. Information provided must be sufficient to convey to the District that the Service Provider understands the effort required to provide the requested services and that it has an approach, methodology and work plan to overcome possible challenges.

3.9 The District reserves the right to amend the awarded agreement for additional services from the original findings.

4.0 COST PROPOSAL AND SAMPLE REPORTS

4.1 Provide line-item cost estimates based on services provided.

4.2 Provide sample reports based on previous similar projects (3.7.5).

5.0 REVIEW AND ASSESSMENT

5.1 Written proposals will be evaluated on the following criteria. A cumulative point system will be used. Award shall be made to the most responsive and responsible Service Provider meeting the specifications and deemed to be in the best interest of the District.

RFP Reference	Criteria	Points
3.0	Overall adherence to RFP requirements	30
3.7.2	Timeframe	10
3.7.3	Resource plan	10
3.7.4, 3.7.5	Experience with similar projects	10
3.8.1	Methodology	10
4.1	Cost proposal	20
4.2	Sample reports	5
6.0	References	5

6.0 REFERENCES

Three (3) school district references of comparable size to Poudre School District for which you have completed similar Services for projects of similar scope in the past 36 months are preferred.

6.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed and length of service _____

6.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed and length of service _____

6.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed and length of service _____

7.0 REFERENCE EVALUATION - Top Ranked Service Provider(s)

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

Qualification	Standard
Overall Performance	Were you pleased with the Service Provider’s performance? Would you engage with this Service Provider again, if given a choice?
Thoroughness	Did the Service Provider 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 Security Audits	Was there an understanding of professional practices, methodologies, and procedures? Were the reports complete, thorough, and accurate?
Specific Requirements	Was the Service Provider able to meet required schedules? Were the services accurate, complete, and professional? Was a dedicated representative assigned to your project?

8.0 INSURANCE

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

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider 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 Service Provider has assumed in section 8.1.

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 Service Provider 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 Service Provider 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 Contractor” and shall be insured to the full limits of liability purchased by the Service Provider 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 Service Provider is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

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

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. Service Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

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

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

Minimum Limit Per Loss \$1,000,000

The policy shall include:

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

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

8.1 Indemnification. Service Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives, and agents from and against all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider'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 **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.

9.1 **Title Page**

9.1.1 Show the solicitation subject, the name of the proposing Service Provider, local address, telephone number, name of the contact person and the date.

9.2 **Table of Contents**

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

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

9.3.1 Briefly state the Service Provider’s understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.

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

9.4 **Service Provider’s Approach**

9.4.1 Submit a work plan to accomplish the scope defined in the Scope of Work and Specifications (Section 3.0) meeting the established critical deadlines for delivery.

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

9.4.3 Clarification questions and requests for information throughout the RFP shall be clearly labeled with the section and subsection number and include the Service Provider’s response / comment.

9.4.4 All assumptions shall be clearly stated in the Service Provider’s response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Service Provider’s response to be considered non-responsive.

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

9.5 **References**

9.5.1 Provide references (organization names, contact names, addresses, email addresses and phone numbers), as requested in Section 6.0.

9.6 **Cost Proposal**

9.6.1 Cost proposal and supporting documentation shall be clearly labeled “RFP 22-680-009.”

9.7 **Proposal Certification Form**

9.7.1 Submit the completed Proposal Certification form in Section 10.0.

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 April 21, 2022.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- 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 Service Provider 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 agreement 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 Service Provider may be considered non-responsive and ineligible for the award.