



**Harrison School District 2
Technology and Innovation Department
1060 Harrison Road
Colorado Springs, CO 80905**

Date: **February 4, 2019**

Subject: Request for Proposal, E-Rate Category 2 FY2019-2020

Enclosures: (1) Request for proposal cover sheet
(2) General terms and conditions
(3) Special terms and conditions.
(4) Scope of work/Specifications

To: All prospective bidders:

Enclosed, please find a Request for Proposal to provide Harrison School District 2 for a Data Center relocation and update solution. Unless otherwise noted, bidders must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical dates:

- 1) **RFP Issue date – 02/04/2019.**
- 2) **On-Site Walkthrough deadline – 2/22/2019 – An on-site walkthrough will be required to be considered for both parts of this RFP. You must schedule and complete this walkthrough prior to the deadline. Please contact Darrin Mlaker – (719) 579-2136, dmlaker@hsd2.org to schedule.**
- 3) **Questions due date – 2/28/2019, 11:59PM, Mountain Standard Time. Questions which arise during the response preparation period regarding issues around this solicitation, purchasing and/or award should be directed, in writing, via email to HSD2ErateAdmin@hsd2.org. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer no later than 11:59PM MDT Thursday, February 28th, 2019. Responses to questions will be provided in writing to all prospective bidders, by Monday, March 4th, 2019 3:00PM, Mountain Standard Time.**
- 4) **Proposal due date – Proposals must be received by the District's Technology and Innovation department on or before March 10th, 2019, 11:59PM, Mountain Standard Time. Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. You are responsible to address the e-mail to HSD2ErateAdmin@hsd2.org with the subject: <Vendor Name> Response to RFP # 2019-610-1**
- 5) **Proposal Expiration date – Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be earlier than the expected project completion of June 30, 2020. This is due to the processing time USAC takes to approve funding.**

Please be advised that the award is based upon the content of the bidder's proposal. Organized, succinct and straightforward submissions are appreciated prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer via email.

Sincerely,
Mike Peterson, Coordinator of Technology Services

This page intentionally left blank.

Harrison School District #2
Technology and Innovation Department
1060 Harrison Road
Colorado Springs, CO 80905

COVER SHEET-FILE IN SECTION A



SCHOOL DISTRICT TWO
HARRISON
Character Through Diversity, Challenge & Accomplishment

Date: February 4, 2019
Proposal number: 2019-610-1
Proposal title: E-Rate Category 2 FY2019-2020
Proposals will be received until: March 10, 2019
11:59 p.m., Mountain Standard Time
at HSD2ErateAdmin@hdsd2.org
Goods or services to be delivered to or performed at: 1060 Harrison Road
Colorado Springs, CO 80905
For additional information please contact the buyer: Mike Peterson, Coordinator of Technology Services
Email Address: HSD2ErateAdmin@hdsd2.org
Documents included in this package: Request for Proposal Cover Sheet (this document)
General Terms and Conditions
Special Terms and Conditions
Scope of Work/Specifications

If any of the documents listed above are missing from this package or if you require additional information, please e-mail HSD2ErateAdmin@hdsd2.org.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein through the completion of the projects.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____ Approved by: _____ Date: _____
Reviewed by: _____ Date: _____

This page intentionally left blank.

Harrison School District #2
Technology and Innovation Department
1060 Harrison Road
Colorado Springs, CO 80905

REQUEST FOR PROPOSAL 2019-610-1

GENERAL TERMS AND CONDITIONS



SCHOOL DISTRICT TWO
HARRISON
Character Through Diversity, Challenge & Accomplishment

- I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Harrison School District 2 (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

II. **CONTENTS OF OFFER**

- A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
 2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
 3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
 4. Harrison School District 2 intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.
 5. All Offers and other materials submitted in response to this Solicitation shall become the property of Harrison School District 2.

- B. **Open Records.** Disclosure of information to the District. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.
- C. **Worker's Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days' prior notice to the District in writing.
- D. **Clarification and Modifications in Terms and Conditions**
1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
 2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Technology and Innovation Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Technology and Innovation Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the **Technology and Innovation Department** website at <https://www.hsd2.org/domain/41>. Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

E. **Prices Contained in Offer--Discounts, Taxes, Collusion**

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside

control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed and provided in PDF format containing all sections outlined below.
2. Offers must contain a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Please provide your Service Provider Information Number (SPIN) with your bid submission. If you have not already applied or been issued a SPIN go to the link below to fill out the FCC Form 498:
 - a. <http://www.universalservice.org/sp/tools/forms.aspx>
4. Before you submit a bid please ensure you understand and can comply with the E-Rate system as outlined in the link below.
 - a. <http://www.usac.org/sl/>
5. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
6. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
7. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
8. In order to ensure consistency in review the District asks that the contents of the bid not exceed 100 pages (excluding the responses to the requirements in the appendices and redacted copy of RFP).
9. Organization of BID response: (See Proposal Preparation and Submission Requirements section for additional details)

Section A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms and conditions within this section)

Section B - Management Summary

Section C - Vendor Profile

Section D - Solution Details

Section E - Product/Solution Specifications

Section F - Project Schedule and Implementation Plan

Section G - Risk Analysis

Section H - Costs: Please provide pricing as described below

Section I - Redacted Copy of Bid Response

B. Submission

1. The original offer shall be e-mailed to HSD2ErateAdmin@hsd2.org with the subject: <Vendor Name> Response to RFP # 2019-610-1
 2. In the event that there is an "Open Records Request" the District asks that the Vendor furnish one (1), electronic redacted version of the proposal with each proposal clearly marked as "Master" or "Redacted". The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.
 3. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
 4. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.
- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor. **(Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District's parking lot and additional time may be required for security check in).**

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Strategic Sourcing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Technology and Innovation Department will be considered the valid modification.
- B. Withdrawal of Offers
1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

- A. Rejection of Offers. The District may, at its sole and absolute discretion:
1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
 2. Re-advertise this Solicitation;
 3. Postpone or cancel the process;
 4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
 5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages

shall be recoverable by any challenger as a result of these determinations or decisions by the District.

- B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
 4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
 5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.
- C. Elimination From Consideration
1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
 2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance.

- A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.
- B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

C. DEBARMENT, SUSPENSION CERTIFICATION

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The

Contractor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."

VII. AWARD OF CONTRACT. The District has made a Request for Proposal ("RFP") available to vendors to submit bids for items described in the Scope of Work/Specifications, contingent upon the District subsequently receiving funding approval from the Universal Service Administrative Company ("USAC") sufficient to enable it to purchase said items, and it remains a priority item for the District to purchase. However, the District does not yet know if it will receive sufficient funds from USAC.

The District shall award a contract to a Vendor through the issuance of a Notice of Award. Upon approval of funding from USAC, a Purchase Order will be issued. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Harrison School District 2 and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VIII. APPEAL OF AWARD. Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Purchasing Supervisor within 72 hours after the recommendation of award is posted on the Purchasing Department's web site.

IX. CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
 - 1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 - 2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.
 - 3. In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.
 - 4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.
- D. Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort
- E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as

agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

X. MODIFICATIONS TO EXISTING CONTRACT. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

XI. TERMINATION OF CONTRACT

- A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

XII. EVALUATION CRITERIA / METHOD OF AWARD

This RFP will be evaluated by an evaluation team consisting of the staff members representing the Technology and Innovation Department and the Operations Department. This Evaluation Committee will evaluate and score proposals based upon the below, pre-established criteria (parts A and B of the Scope of Work will be evaluated separately):

Category	Points
Bidder's Capabilities <ul style="list-style-type: none"> • Terms and conditions compliant • Description of firm and organization, size and background • Financial condition of the Vendor • System maintenance procedures • Third-party contracted services and reliance 	10
Past Performance and References <ul style="list-style-type: none"> • Past performance for similar requirements and systems • Relevant references - School Districts, Municipalities or other industries for compensation experience 	30
Requirements Design and solution proposed as defined in fulfilling the desired features and functions as described by the scope.	20
Project Implementation Schedule <ul style="list-style-type: none"> • Ability to meet the District schedules for all deliverables • Implementation scope and resources; Standard package and customization 	10
Pricing/Value Added Components <ul style="list-style-type: none"> • Pricing per options • Discounts/Incentives • Programs or equipment offered • Solution Value 	30
Total (A or B)	100

Evaluation scores will be based upon the written responses provided to the District for the RFP using the table above.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals.

During this negotiation period, the District will not disclose any information derived from proposals submitted or from discussions with other Vendors.

This page intentionally left blank.



SCHOOL DISTRICT TWO
HARRISON
Character Through Diversity, Challenge & Accomplishment

Harrison School District #2
 Technology and Innovation Department
 1060 Harrison Road
 Colorado Springs, CO 80905

REQUEST FOR PROPOSAL 2019-610-1

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

February 4, 2019	Distribute Request for Proposal
February 22, 2019	Deadline for completing on-site walkthrough
February 28, 2019	Deadline for submitting questions
March 10, 2019	Proposal deadline
March 11, 2019	Bid Opening
March 22, 2019	Award Bid

PURPOSE: Consolidate and modernize the District’s Data Center

TERM OF CONTRACT: This contract shall commence upon funding approval from USAC during the 2019-2020 school year and be effective upon completion of the project, no later than June 30, 2020.

OPTION TO RENEW: N/A

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the District to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District’s Response Evaluation Committee. The Committee will score written Responses by reviewing documentation submitted by the Vendors. Evaluation will be based on the following criteria: Bidder’s Capabilities, Past Performance and References, Requirements, Project Implementation Schedule, and Pricing/Value Add Components

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the District, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Vendor of such and will specify the deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Vendors’ competencies and abilities. On the basis of this evaluation criteria, the District shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.

METHOD OF PAYMENT: The successful vendor shall submit accurate invoices to the District. This invoice shall be submitted

to the District's Accounts Payable Department. The invoice shall reflect the appropriate Purchase Order number, the service location(s) and the type of service provided to the District.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form:	Occurrence
Policy Aggregate.....	\$ 2,000,000
Products/completed operations aggregate.....	\$ 2,000,000
Each occurrence limit	\$1,000,000
Personal & advertising injury limit.....	\$1,000,000
Products/completed operations Defense in excess of limits Per location / per job aggregate limit Blanket contractual Independent contractors Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
All locations / operations	(if not, show district job/location specifically)
Name the District as "Additional Insured"	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the District	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to District vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the District as "Additional Insured"	

Professional Liability:

{ IF you render professional services }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
Per location / per job aggregate limit Defense in excess of limits	
Designated profession must be applicable to your work for our company	
Name the District as "Additional Insured"	

Pollution Liability:

{ IF you have any pollution exposure }

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	

Per claim or occurrence limit..... \$ 1,000,000
 Blanket contractual
 Primary & non-contributory
 Show Waiver of Subrogation in favor of the District
 Per location / per job aggregate limit
 Defense in excess of limits

Designated Location or Operation must be shown as per your contract for the District
 Name the District as "Additional Insured"

Umbrella:

Policy form: Occurrence - Umbrella
 Each occurrence or claim limit: \$ 1,000,000
 Excess commercial general liability
 Excess Products/completed operations
 Show Waiver of Subrogation in our favor
 Excess automobile liability
 Excess professional liability (if you provide professional services)
 Excess pollution liability (if any pollution exposure exists)
 Excess employer's liability
 Blanket contractual
 Per location / per job aggregate limit
 Defense in excess of limits
 Primary & non-contributory
 All locations / operations (if not, designate specific project or location)
 Name the District as Additional Insured including Products/Completed Operations

Workers' Compensation:

Workers Compensation benefits: per Colorado Statute
 Employers liability – limit per accident..... \$ 100,000
 Employers liability – limit per disease..... \$ 100,000
 Employers liability – disease aggregate..... \$ 500,000
 All owners/officers who will be on District property or job site must be covered
 Show Waiver of Subrogation in favor of the District
 Coverage must apply to workers in Colorado

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

Insurance Certification: Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to furnish the District's Strategic Sourcing Department with a Certificate of Insurance which indicates that insurance coverages have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

Non-Compliance: If the Vendor fails to submit the required insurance documents within 15 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

Cancellation/Modification: The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy, any decrease in coverage limits or lessening of coverage scope.

Impaired Aggregate: If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the District representative, and the District representative may require purchase of additional coverage, as appropriate to protect the District.

COOPERATIVE PURCHASING EFFORTS: Harrison School District 2 encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council).

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

EQUAL OPPORTUNITY: Harrison School District 2 intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

CONFIDENTIALITY, DATA PROTECTION

1. The vendor shall adhere to the mandates of federal, state, and local ordinances and statutes, and HSD Board Policy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501–6505 and Colorado's Student Data Transparency and Security Act, with regard to the protection of data made available by the District.
2. The vendor shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to the District upon its request.
3. The vendor shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The vendor shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops and PDAs. All data transmitted over the Internet must be encrypted.
4. Upon request, at the latest, upon the cessation of the contractual relationship between the District and the vendor, all existing data in this context is to be returned to HSD or is to be irretrievably deleted by the vendor. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by the District, the deletion is to be confirmed in writing.
5. In the event a breach of the obligations herein detailed or if indications of such a breach exist, the vendor hereby undertakes to inform the District of that fact without undue delay.
6. The District shall be entitled to monitor the compliance with the data protection provisions by the vendor. For this purpose, the individual authorized by the District to monitor the data protection compliance shall have access to the business of the vendor after written prior announcement at the usual business times, insofar as the business will not be unduly interrupted. Support is to be given to this individual in the monitoring process.
7. The vendor must provide clear notice to the District before making any material changes to vendor's privacy policy.
8. The District shall be entitled to timely access data and correct data held by the vendor that is factually incorrect in response to a parent/guardian request.
9. The vendor can only utilize the student data for the purposes specifically authorized by the District and cannot set up a personal profile of a student unless to support purposes authorized by the District.
10. Vendor cannot sell data or use/share data for targeted advertising to students.
11. Vendor cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by District and sub-contractors, partners, or other third parties agree to District's Terms of Use.

CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DISTRICT. The District's Confidential Information and all other

confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

- A. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
- B. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
- C. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;
- D. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;
- E. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- F. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

This page intentionally left blank.



**Harrison School District #2
 Technology and Innovation Department
 1060 Harrison Road
 Colorado Springs, CO 80905**

REQUEST FOR PROPOSAL 2019-610-1

SCOPE OF WORK/ SPECIFICATION

**Section I
 Overview**

District Background

El Paso County School District #2 - Harrison has approximately 11,000 students and approximately 1500 full and part-time employees. The District has thirteen elementary schools, three middle schools, two high schools, one community K-8 school, one home school and four charter schools.

RFP Purpose

Harrison School District 2 is soliciting proposals to consolidate and renovate its Main Data Center. Currently, the District has its main Data Center split between two rooms in the same building. The District is looking to consolidate most of its servers and switches into a single location.

In addition, the District is looking to consolidate UPS units and cooling into more modern solutions. Currently, each server rack contains its own UPS with no backup. Servers are scattered in several racks. Dedicated roof-top air conditioning units provide cooling for each of the two rooms. These units are in addition to the building's main air conditioning system.

Last, the District is looking to add a fiber run between the two rooms to connect the incoming internet and WAN connections to the new data center. The District will be considering proposals for this fiber run separately from the above items.

Vendors are not required to bid on both parts and bidding on one or both does not increase or decrease chances of Award.

Schedule of Activities

The District plans to Award a Vendor for the districts Data Center at the end of March 2019 in order to meet the E-Rate form 471 submission deadline. The intention is to roll out the solution in the 2019/20 school year. Any activities that would interrupt the normal daily workflow to staff and students must be done outside of business hours. The actual rollout methodology and timeline will be coordinated after the vendor is selected and will be based on the district's ability to support legacy systems, and the readiness of the various stakeholder groups as well as the technical aspects of the solution.

The following activities outline the process used to solicit Vendor responses and evaluate each Vendor proposal.

February 4, 2019	Distribute Request for Proposal
February 22, 2019	Deadline for completing on-site walkthrough
February 28, 2019	Deadline for submitting questions
March 10, 2019	Proposal deadline
March 11, 2019	Bid Opening
March 22, 2019	Award Bid

Section II Scope of Work

Part A - Data Center Relocation Requirements

Vendor will schedule an on-site walkthrough to determine the exact materials and services needed. The list below is an estimate of what will be required.

- 4 new 42U – 48U enclosures
- New enclosures to include 2 PDU's each. PDU's should be metered and include a built-in network card for remote monitoring
- 2 3-phase UPS systems with A-B power distribution to each of the new enclosures
- In-row cooling units
- Hot air containment
- Project Management and engineering services

The District will perform the following:

- Existing servers and switches will be consolidated
- Structured cabling within enclosures

Part B – Fiber Run Requirements

Vendor will schedule an on-site walkthrough to determine the exact materials and services needed. The list below is an estimate of what will be required.

- 2 Rack mount fiber enclosures with LC connectors
- 20 Plenum fiber connections to be run between rooms (approx. 125 ft)
- Fiber cables will be run through innerduct
- 20 LC to LC fiber patch cables (1m)

Section III Proposal Preparation and Submission Requirements

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

For sections D-I below, please indicate which Part your bid addresses (Part A – Data Center or Part B – Fiber Run). If bidding on both parts, please separate your responses within the sections.

Section A - Submittal Documents: Completed Cover Sheet, Addendum acknowledgements.

Section B - Management Summary: Include a management summary, which provides an overview of proposed services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.

Section C - Vendor Profile: Provide a brief description and history of your company including current size, organization and support staff and a general overall profile and qualifications. Provide all necessary E-Rate information, including SPIN. Provide biographical information of key personnel and supply three current references to include name of company, contact, telephone number, and address. The references must be multi-site customers similar in size to Harrison School District 2. Include specifics of the last project similar to this one and completion dates. K12 education organization or those with similar needs (e.g. multiple time entry systems, or multiple bargaining units) references are preferable. Additionally, the district would prefer a Colorado based reference that would allow for face to face meeting with HSD2.

Section D - Solution Details: Include a description of your comprehensive solution to the requirements described in Section II. Describe your system's functionality and content. For Part A, please also include a rough floor plan of the solution.

Section E – Product/Solution Specifications: Provide product specifications and requirements for desktop, mobile, and infrastructure that are appropriate for the solutions presented.

Section F - Project Schedule and Implementation Plan: Provide a detailed description of how your solution would be implemented for the District. Please include an example of a project plan, number and role of team members, expectations from District staff, the anticipated timeline to deployment and District readiness.

Section G - Risk Analysis: Identify the major risks associated with this project. For each risk, identify those activities that can be undertaken to reduce, mitigate, or eliminate the risk. Identify the associated responsibilities. Ensure these activities are reflected in your project and management plans.

Section H - Costs: Please provide pricing for the solution(s).

- A. Submit a price proposal to provide the features, functionality, and services detailed in your scope of work.
 - a. Itemized pricing for any shipping or other charges that may apply.
 - b. All charges are to be listed separately. Identify one time charges and ongoing expenses. Include incremental costs for service upgrades.
- B. Submit any other pricing/cost data necessary to implement out the project.
 - a. Provide pricing schedules for all services, if applicable. Including training, equipment, or any other support normally associated with this type of implementation
 - b. Provide pricing schedules for all levels of service available, including monitoring services, reduced response times, after hours support, etc.

Section I - Redacted Copy of Bid Response

File the following in Section A

Does your offer comply with all the terms and conditions? If no, indicate exceptions. Yes _____
No _____

Does your offer meet or exceed all specifications? If no, indicate exceptions. Yes _____
No _____

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified? Yes _____
No _____

State percentage of prompt payment discount, if offered. _____ %

The District has a VISA Procurement Card Program. Will you accept the District's Visa as payment for goods and/or services purchased from this Proposal? Yes _____
No _____