



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

MICROSOFT LICENSING AND ENTERPRISE AGREEMENT RENEWAL

IFB 20-680-006

BID SCHEDULE

IFB Issued

January 24, 2020

Supplier Questions due

January 31, 2020 - 2:00 p.m. MST

IFB Closing Date

February 10, 2020 - 2:00 p.m. MST

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**MICROSOFT LICENSING AND ENTERPRISE AGREEMENT RENEWAL
IFB 20-680-006**

Poudre School District (the District) is requesting bids from qualifying Microsoft Gold Partners or Microsoft Global Alliance Partners to provide a renewal Microsoft Enterprise Agreement and software licenses per the specifications contained in this Invitation for Bid (IFB).

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

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on **January 31, 2020**. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

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

The District will only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on **February 10, 2020**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

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

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on February 10, 2020. During the bid consideration period, the District may ask questions of and/or request additional information from Suppliers who have submitted bids.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

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

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

Sincerely,
Karen Wailly
Senior Procurement Agent

1.0 BACKGROUND

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

While more than 70% of District families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics.

The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

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

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District by all prospective Suppliers (herein after referred to as Supplier) on behalf of District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.3 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the bid.
- 2.4 Supplier must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 The District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request.
District Tax Exempt Number: 98-03335
- 2.6 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing bids in response to this IFB.
- 2.7 Bids must meet or exceed specifications contained in the bid document.
- 2.8 All chemicals, equipment and materials proposed and/or used by Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Safety data sheets (SDS) shall accompany each shipment, when applicable.
- 2.9 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Supplier shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.10 The Supplier, by affixing his signature to this bid, certifies that his bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Supplier also certifies that his bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 All obligations of the District under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the District. Notwithstanding any other provision of the contract, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Colorado law.
- 2.12 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered

sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.

- 2.13 Supplier shall provide any and all services covered by a District purchase order or Agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.14 Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.15 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.
- 2.16 Supplier warrants that all goods and/or services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall

be free from defects in material and workmanship. Supplier warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Supplier warrants that such goods and/or services shall be fit for that particular purpose. Supplier warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. Supplier agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Supplier's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Supplier its costs incurred therefor.

- 2.17 Supplier agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.18 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Supplier. The District's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier fails to deliver as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.19 The Supplier shall indemnify and hold harmless the District, its elected officials, employees and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Supplier, its employees, agents, subcontractors or assignees arising out of or in connection with the IFB. In the event any goods sold or delivered as a result of this Invitation for bid are covered by any patent, copyright or trademark, or application therefor, Supplier shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.
- 2.20 The Supplier shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.21 The Supplier will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, gender, national origin, ancestry or physical handicap.

- 2.22 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. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.23 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may invalidate same and it may not be considered for award.
- 2.24 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this IFB, the Special Conditions shall prevail.
- 2.25 The District shall issue a written addendum if substantial changes, which impact the technical submission of bids, are required. A copy of such addenda will be distributed via BidNet. 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.
- 2.26 All information and supplemental documentation required in conjunction with this IFB shall be furnished by the Supplier with its bid. If the Supplier fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.27 The accuracy of the bid is the sole responsibility of the Supplier. No changes in the bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price intended.
- 2.28 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.29 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the bid evaluation purposes.
- 2.30 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.31 Payment for the goods and/or services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order may be returned to the Supplier at the Supplier's expense. The District may charge the Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing

contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.

2.32 The District may, at its sole and absolute discretion:

2.32.1 Reject any and all or parts of any or all bids submitted by prospective Suppliers;

2.32.2 Re-advertise this solicitation;

2.32.3 Postpone or cancel the bid process for this solicitation;

2.32.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this bid or in bids received in conjunction with this bid; and/or

2.32.5 Determine the criteria and process whereby bids are evaluated and awarded.

2.33 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.

2.34 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

2.35 Cooperative Purchasing Efforts

The 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.

These organizations include:

- Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

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

Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Supplier. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on Poudre School District in the current term or in any future terms.

- 2.36 Appeal of Award. Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services department within seventy-two (72) hours after the receipt of the notice of award.

3.0 SPECIFICATIONS AND SCOPE OF WORK

- 3.1 Supplier shall provide current pricing for the items listed in Section 6.0 under a three-year Microsoft Enterprise Agreement renewal.
- 3.2 Supplier shall contact the Microsoft Account Team to obtain the necessary information to be able to provide pricing for the lead status SKUs.
- Preston Kelly (preston.kelly@microsoft.com)
 - John Graham (john.graham@microsoft.com)
- 3.3 The awarded Supplier agrees to respond to the District's Microsoft license quote requests sent via email the same day if the email is received between 6a-5p M-F, MST, or the next business day if received outside of that time.
- 3.3.1 The response does not need to include the quote (unless it's available) but shall be an actual non-automated response stating that the quote request has been received and the quote process is in progress.
- 3.3.2 Communication must be provided to the District quote requestor or the District email distribution list if the primary sales representative is out of the office. The communication shall name the backup sales representative during the time the primary representative is unavailable.
- 3.3.2.1 Out-of-office automated emails are acceptable in situations where the sales representative has not planned to be out (e.g., sick, etc.). However, the sales representative shall provide advance notification of planned out-of-office days to the District quote requestor.

4.0 EVALUATION AND AWARD OF CONTRACT

- 4.1 The Microsoft Licensing Renewal IFB will be awarded to the lowest responsive, responsible Supplier meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to the following: price, delivery time, adherence to specifications, previous experience with similar projects, and serviceability. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation.
- 4.2 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered following the opening of the bid.
- 4.3 The Supplier will be required to enter into and sign a formal contract with the District.
 - 4.3.1 The District is willing to review and consider a governmental and/or K-12 education Supplier contract or a negotiated version of the Supplier contract. Suppliers shall provide the proposed contract mechanism for District review as an exhibit to their response. After review of the Supplier contract, the District may negotiate the proposed contract or may incorporate terms from the Supplier contract into a District generated contract. The contract language will control over any language contained within the solicitation that conflicts with the signed and fully executed contract.
- 4.4 Once the evaluation of the bids received is complete and the intent to award is issued to the recommended Supplier, the recommended Supplier will have seven (7) business days to successfully negotiate a contract with the District.

5.0 INSURANCE

For the duration of this Agreement, the Supplier shall procure and maintain the required insurance specified below, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. The Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by the Supplier.

The Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that the Supplier has assumed in Section 2.20.

Commercial General Liability

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

Technology Errors & Omissions Liability including Network Security and Privacy Liability

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

6.0 COST PROPOSAL

In compliance with the IFB, the Supplier hereby proposes and agrees to provide the Microsoft licenses at the prices specified herein.

SKU	License	Qty	Unit Price	Extended Price
AAA-29904	Az Plan Storsimple 8100 SS	1		
6QK-00001	Azure Monetary Commitment	28		
9GA-00006	CISStcDCCore ALNG LicSAPk MVL 2Lic CoreLic	114		
9GS-00495	CISStcStdCore ALNG LicSAPk MVL 2Lic CoreLic	363		
AAA-73002	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft (Original)	36,000		
AAA-89962	M365 EDU A3 ShrdSvr ALNG SubsVL Per User for CoreCAL (Original)	5,500		
W76-00001	O365AdvThrtPrtctPln1EDU ShrdSvr ALNG SubsVL MVL PerUsr	5,500		
7HS-00001	ProjOnlnEssntlsEDU ShrdSvr ALNG SubsVL MVL PerUsr	2,000		
NK5-00001	PwrBIProforEDU ShrdSvr ALNG SubsVL MVL PerUsr	770		
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	33		
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	36		
P4U-00001	VisioPlan2forEDU ShrdSvr ALNG SubsVL MVL PerUsr	40		
MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL	6		
R39-00374	WinSvrExtConn ALNG LicSAPk MVL	4		
AAA-29904	Az Plan Storsimple 8100 SS	1		
GRAND TOTAL				

By: _____ Date: _____
 Company Name/Signature of Agent

7.0 BID CERTIFICATION

**MICROSOFT LICENSING AND ENTERPRISE AGREEMENT
RENEWAL IFB 20-680-006**

Bids must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on February 10, 2020.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company's bid responding to the solicitation.
- The company meets or exceeds all 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 bid is being offered independently of any other Supplier and in full compliance with the terms specified in Sections 2 and 3 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name _____

Signature of Agent _____

Printed Name _____

Title _____

E-mail address _____

Mailing address _____

Phone number _____

Contact Person _____

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

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