

Purchasing and Contracting

REQUEST FOR PROPOSAL

SOPHOS ANTI-VIRUS SOLUTION

Request for Proposal No. 13-04-051
Date of Issue: April 26, 2013
Proposal Closing Date: May 14, 2013, at 2:00 p.m.
Proposal to be returned PRIOR TO date and time above.

RETURN TO:

Douglas County School District Re-1 Purchasing & Contracting Department 701 Prairie Hawk Drive Castle Rock, Colorado 80109

THIS IS NOT A COMPETITIVE BID. The request for proposal process allows the District to select the vendor that best meets the needs of the District, taking into consideration vendor qualifications, price, products, and service capabilities.

PROPOSER'S CERTIFICATION

We offer to furnish to the District the products, services, and equipment requested in accordance with the specifications described herein:

Address:City:	State Zip Code
Telephone No.	
Name:	
Title:	
Email Address:	
Email Address:	
Signature:	

REQUEST FOR PROPOSAL

RFP NO. 13-04-051

Douglas County School District Re-1 is requesting sealed proposals from qualified firms or individuals to provide **SOPHOS ANTI-VIRUS SOLUTION.** Vendors will be selected based on complete fulfillment of requirements listed below and the ability to provide references demonstrating competency to satisfy proposed services.

Proposals are to be addressed and delivered to the Purchasing & Contracting Department of Douglas County School District Re-1, in accordance with the Instructions to Proposers and all other requirements as referenced in this document. Proposals will be received until May 14, 2013, at which time a representative of the Purchasing Department will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of contract.

The District will use the following tentative schedule for the selection process:

•	Post requests for proposals	April 26, 2013
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Proposal submission deadline
 May 14, 2013

• Interviews with selected proposers TBD

Recommendation to the Board of Education TBD

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

Trudi Peepgrass
Buyer, Purchasing & Contracting

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INSTRUCTIONS TO PROPOSERS

- 1. Firms responding to this Request for Proposal ("RFP") must submit their proposals in the overall format as outlined in this solicitation.
- 2. Each vendor proposal shall consist of one marked original copy, one (1) electronic copy and three (3) copies in the format specified within Proposal Format. Proposals are to be submitted no later than 2PM on May 14, 2013. The original proposal shall be submitted to:

Douglas County School District Re-1 Purchasing & Contracting Department 701 Prairie Hawk Drive Castle Rock, CO 80109

3. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

• RFP Title: Sophos Anti-Virus Solution

• RFP Number: 13-04-051

• RFP Due Date: May 14, 2013

• Proposer's name and address:

No telephone, electronic, or facsimile proposals will be considered.

- 4. Proposals must be sent by mail or hand delivered, allowing sufficient delivery time to ensure receipt in the Purchasing & Contracting Department by the deadline specified. Time and date validation will occur in the Purchasing Department. All proposals received after the deadline will be automatically rejected and will be returned to the proposer unopened.
- 5. Proposals must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. All of the proposal contents and fees must be guaranteed for one hundred and eighty (180) days from the proposal date.

- 6. The content of all proposals must conform to the following:
 - Proposers must respond to the questions in the order presented
 - Proposers may provide additional supporting documentation pertinent to clarification of the proposal
- 7. The District reserves the right to:
 - Reject any and all proposals received as a result of this RFP
 - Waive or decline to waive any informalities and any irregularities in any proposal or responses received
 - Adopt all or any part of the proposer's proposal
 - Negotiate changes in the scope of work or services to be provided
 - Award to multiple vendors
 - Withhold the award of contract
 - Select the proposer(s) it deems to be most qualified to fulfill the needs of the District. The proposer with the lowest proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal.
- 8. The selected proposer(s) will be required to assume responsibility for all goods and services offered in the proposal, whether or not the proposer produces them. Further, the selected proposer(s) shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. The selected proposer shall not assign or transfer any interest in the contract without prior written consent of the District.
- 9. The District shall not be liable for any costs incurred by the proposer in the preparation and production of the proposal or for any work performed prior to the execution of a contract.
- 10. All proposals and other materials submitted shall become the property of the District.

- 11. No reports, information, or data given to or prepared by the selected proposer shall be made available to any individual or organization by a respondent or the selected proposer without prior written approval of the District.
- 12. All changes in the RFP documents shall be through written addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
- 13. The selected proposer may be required to enter into a written contract with the District on the District's approved form. All information contained in this request for proposal and acceptable provisions of the proposer's response will be attached to and made part of the executed contract.
- 14. Proposers who have questions concerning the submission of proposals or the RFP process, must contact:

Trudi Peepgrass
Buyer, Purchasing & Contracting
Trudi.peepgrass@dcsdk12.org
Telephone: 720.433.1131
Fax: 720.433.0061

- 15. The proposals will be reviewed by a selection committee. The committee may request additional information from proposers or request personal interviews with one or more proposers. Final evaluation and selection may be based on, but not limited to, any or all of the following:
 - Information presented in the proposal
 - Qualifications and experience of the proposer
 - Demonstrated Quality
 - Reference Checks
 - Proposed timelines to fulfill requirements
 - Personal Interview
 - Total Cost.

- 16. The District is an equal opportunity employer. Businesses owned and operated by minorities or women are encouraged to submit proposals. Proposers to whom a contract is awarded shall not discriminate on the basis of age, race, color, national origin, gender, creed, or disability.
- 17. The District reserves the right to renew and extend the executed contract agreement pertaining to all current prices, terms, conditions and specifications upon mutual agreement between the District and the Vendor for an additional one (1) year but not to exceed two (2) additional one (1) year periods.
- 18. Contract Termination with Cause: DCSD shall have the right at any time and at all times to terminate this Contract for cause. It is agreed that the violation by the awarded Contractor of any covenant or provision contained in this Contract, or the failure or refusal of the awarded Contractor to abide or carry out any covenants or provision of this Contract, shall constitute sufficient cause for which the District may terminate this Contract. In the event the District shall elect to terminate this contract for cause, the District shall notify the awarded Contractor in writing and shall specify the cause for such termination and the date that such termination shall be effective. Whereupon the awarded Contractor shall have no further rights and the District shall have no further obligation to the awarded Contractor, pursuant this Contract subsequent to the date that the Contract is terminated for cause as aforementioned by DCSD.
- 19. **Contract Termination without Cause:** DCSD shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than 90 days prior to the date that such termination shall be effective. Such right to terminate this Contract without cause is hereby reserved by and to the District. In the event the District shall elect to terminate this Contract without cause, the District shall notify the awarded Contractor in writing and shall specify the date (not earlier than 90 days after the date of delivery of written notice by the District to the awarded Contractor) on which this Contract will terminate. Upon receipt of written notice, the awarded Contractor agrees to abide and perform all covenants and provisions of this Contract until the date of termination specified in the written notice of termination. The awarded Contractor shall have no further rights, and the District shall have no further obligation to the awarded Contractor, subsequent to the date of termination of this Contract as specified in the written notice.

20. **Contractors Personnel:** Qualifications / resumes of new people working under this contract will be submitted to the District in writing for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function. Contact personnel may not begin work until approved by DCSD.

All contract personnel who have access, either directly or indirectly, to sensitive data protected under HIPAA or FERPA will be required to sign a Non-Disclosure Agreement (NDA).

- 21. **Communications**: Contractor must provide a means to receive direct communications from DCSD. A copy of all written communication concerning contract discrepancies, issues or concerns from the District and the Contractor shall be forwarded to the Assistant Director of Purchasing upon issuance.
- 22. **Contract Administration:** DCSD will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Contractor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein corrected immediately at no additional cost to DCSD. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in termination of the Contractors' right to proceed further with this work. In such event the Contractor will be paid only for materials used. The Contractor and his sureties may be liable to DCSD for any additional cost incurred by DCSD to complete the job. At this point the Contractor shall be considered in default and the contract subject to termination.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Douglas County School District. DCSD reserves the right to terminate this contract in whole or in part should the need for the services cease to exist.

Contractor shall be subject to periodic performance evaluations by DCSD personnel. Continued unsatisfactory ratings shall be cause to find the Contractor in default of the contract. Performance ratings may be considered during award of future contracts by DCSD.

- 23. **Illegal Immigrants:** Successful contractor shall provide documentation regarding Colorado House Bill 1023, Restriction of Public Benefits. House Bill 1023 requires vendors/contractors to provide verification of employee's lawful presence in the United States. DCSD will provide necessary documentation to be signed upon award of contract.
- 24. **Sustainability**: The Douglas County School District RE-1is committed to protecting the environment, and the health of the community and its employees. In accordance with this policy, DCSD schools and departments are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP (Environmentally Preferable Purchasing) program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

Vendors, when providing products that would qualify as EPP products please be specific as to the standards or which program has approved your solution.

25. **Background Checks:** The successful Vendor will be required to complete, at their own expense, a Criminal record check on all employees working on or reasonably likely to work on school district property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract.

The successful Vendor must complete a Verification of Background Check form indicating that they have done a background check on all of their employees working on school district property. The successful Vendor will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements and other laws, regulations or policies governing employee background checks.

- Other governmental agencies may be extended the opportunity to purchase off this RFP with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of RFP, the District will contact the successful Proposer and make it aware of the interest by another agency (if any). The successful Proposer and the interested agency will then be able to design the successful RFP around their parameters, i.e., delivery locations, requirements, implementation, specialty products, etc.
- 27. **Certification Regarding Debarment and Suspension:** All vendors will be required to sign a certification regarding debarment and suspension indicating they have not been debarred by any Federal, State, or Local department or agency. The District will be using the Excluded Parties List System (EPLS) to verify that the vendor has not been debarred.

SPECIAL INSTRUCTIONS

Questions will be received by Trudi Peepgrass at trudi.peepgrass@dcsdk12.org until Thursday, May 2, 2013 at 4:00pm. The response to these questions will then be posted on Rocky Mountain E-Purchasing by Monday, May 6, 2013 at 5:00pm. If questions are submitted after the Thursday, May 2, 2013, 4:00pm deadline, it is the sole discretion of the District if the question will be answered.

SPECIFICATIONS/SCOPE OF WORK

BACKGROUND

District Profile: The Douglas County School District (DCSD) is soliciting proposals from qualified firms to provide a Sophos Anti-Virus Solution in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal bid. There is absolutely <u>no commitment</u> to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

The Douglas County School District is currently the third largest school district in the State of Colorado. Douglas County School District covers a geographical area of approximately 870 square miles. Within these boundaries are 46 elementary schools, 9 middle schools, 9 high schools, 8 charter schools, 2 magnet schools, 1 alternative high school, 1 night high school, 1 university center and 34 preschools. In addition to the permanent structures, there are multiple modular buildings associated with these sites. Our remaining buildings house administration, alternative programs and support service functions; over 65,000 students and 6,500 staff members occupy these buildings year round, in most cases. The District continues to grow at a rate of approximately 1,500 new students each year requiring new school sites in the future.

SCOPE OF WORK

The Purpose and intent of this RFP is to secure competitive bids to procure a solution for Sophos Anti-Virus. DCSD is looking for the following:

Sophos Endpoint Protection, Advanced K12 for One (1) year, Three (3) year and Five (5) year for the following:

- Quantity three (3) Professional Services (Endpoint) per day (8 hr) remote Part number : PS-EPT-01-REMOTE
- DCSD has 22,000 devices, including the following:
 - Mac OS X Enterprise Client (console-based)
 - o Windows Server 2003
 - o Windows Server 2008
 - Windows Server 2008 R2
 - o Windows Server 2012
 - o V-Shield (agentless) for VSphere 5.1

DCSD will determine the length of the agreement based on the proposals submitted.

AWARD OF CONTRACT

Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations and interviews may be conducted with one or more qualified Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, DCSD shall select the Offeror which in its opinion, has made the best proposal, and shall award the contract to that Offeror.

DCSD may cancel this RFP, reject proposals or any portion thereof at any time prior to an award. Should DCSD determine at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The award shall be in the form of a firm fixed price contract. The award document will be a contract incorporating by reference all the requirements, terms, and conditions in this solicitation and the contractor's proposal as negotiated.

TERMS & CONDITIONS

- 1. All participating proposers, by their signature, agree to comply with all of the conditions, requirements, and instructions of this request for proposal ("RFP") as stated or implied herein. Should the District omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall secure written instructions from the Director of Purchasing & Contracting of the District at least 48 hours prior to the time and date of the scheduled opening of the proposals.
- 2. The proposer warrants that all equipment, materials, and work will conform within applicable drawings, specifications, samples, and/or other descriptions given to the District, and that they will be free from defects. Without limitation of any rights that the District may have at law or in equity, goods that are not as warranted and/or that are not in conformance with applicable drawings, specifications, samples, and/or other descriptions may be returned by the District at the proposer's expense within a reasonable time after delivery, for either credit or replacement, as the District may direct.
- 3. The successful proposer shall be required to indemnify and hold the District and its agents and employees harmless from and against all suits or actions of any kind, including workers' compensation claims, brought against them for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the successful proposer or its agents or employees. The successful proposer shall maintain insurance for workers' compensation as required by law, and shall additionally maintain general liability insurance with limits not less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage. Comprehensive automobile liability insurance coverage is also required.
- 4. The successful proposer shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes, and shall secure all necessary licenses and permits in connection with this RFP and any goods or services to be provided hereunder.

TERMS & CONDITIONS (Continued)

- 5. By submission of the proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer, and that the contents of the proposal have not been communicated by the proposer, or to the proposer's best knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the proposer, and will not be communicated to any person prior to the official opening of the proposals.
- 6. All information included the Colorado Open Records Act a strong presumption for disclosure, merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees, and warranties.
- 7. The successful proposer shall indemnify and hold the District harmless from any and all claims, causes of action, suits and liabilities, including attorneys' fees and costs, arising out of or relating to disclosure of any information included in the successful proposer's proposal.
- 8. Venue for any and all legal action regarding or arising out of or related to the RFP, response to RFP, or work performed thereunder shall be solely in the District Court in and for Douglas County, State of Colorado. The transactions covered herein shall be governed by and construed in accordance with the laws of the State of Colorado.
- 9. The District is exempt from sales, use, and excise taxes. Certification of tax exemption will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.
- 10. The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this RFP. Time is of the essence. When a date is set for the delivery of goods or the performance of work, the goods must be delivered, and/or the work must be performed, in accordance with the proposal specifications or description on or before that date, or the order to the delinquent proposer may be canceled and re-awarded.

INSURANCE REQUIREMENTS CONTRACTORS

General: The contractor shall not commence work under this contract until they have obtained all insurance required by the contract documents, and such insurance has been approved by the School District, nor shall the Contractor allow any Subcontractor to commence work on this project until all similar insurance required of the Subcontractor(s) has been obtained and approved by the School District. During the life of this contract, the Contractor must maintain the insurance coverage's listed in this section. THE SCHOOL DISTRICT MUST BE NAMED AS AN ADDITIONAL INSURED.

Indemnification: The Contractor shall indemnify and save harmless the Douglas County School District Re-1 ("The School District") and all its officers, agents, and employees against all losses, costs, or damages (including attorney's fees and other costs of defense) and all suits or actions for, or on account of, anyone's injuries or damages in connection with performance under this contract (whether or not negligence of any of the indemnities contributed thereto) or by, or in consequences of, anyone's negligence in connection with same, or on account of the use of any improper or defective materials, or on account of any poor workmanship, or on account of any act of omissions or commission of the Contractor or his Subcontractor(s), agents, servants, or employees, or for any cause arising out of the performance of this contract. The School District may, if it so desires, withhold payments due the Contractor so long as shall be reasonable necessary to indemnify the School District hereunder.

Minimum Limits of Insurance: Contractor shall maintain limits of:

- 1. <u>Commercial General Liability</u>: \$1,000,000 combined single limit and/or policy aggregate; or \$500,000 aggregate and \$500,000 per occurrence for bodily injury, personal injury, and property damage. An "Occurrence" policy form preferred.
- 2. <u>Automobile Liability</u>: \$1,000,000 combined single limit or \$250,000 per person and \$500,000 per occurrence for bodily injury and property damage.
- 3. <u>Worker's Compensation and Employer's Liability</u>: Workers' Compensation limits as required by the State of Colorado and Employer's Liability limits of \$100,000 per accident.
- 4. <u>Professional Liability (Errors & Omissions)</u>: \$1,000,000 per occurrence, \$1,000,000 annual aggregate for claims resulting from professional errors and/or omissions. A "Claims-made" policy form is acceptable.

INSURANCE REQUIREMENTS CONTRACTORS (Cont'd)

5. Other Insurance As May Be Required by the School District: The School District reserves the right to evaluate the adequacy and financial stability of the insurance companies, using standard industry guidelines and rating systems; and to use this evaluation as a contributing basis for evaluating and awarding of the bid.

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the following:

Douglas County School District Re-1 c/o Risk Management 701 Prairie Hawk Drive Castle Rock, CO 80109

Special circumstances and/or risks may require additional endorsements.

<u>Commercial General Liability Insurance</u>: This insurance is to protect the Contractor, Subcontractor(s), and the School District against claims for bodily injury or property damage arising out of any act or omission of the Contractor, his agents, employees, or Subcontractor(s

CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

If the work requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, structural collapse, or damage to underground property. Any Subcontractor must have coverage in the same amount and form as the Contractor.

<u>Worker's Compensation Insurance</u>: This insurance is to protect against bodily injury claims of employees. It must include all coverage's set forth in the Colorado Workers' Compensation Act and cover all employees at the site of the project. Any Subcontractor must have coverage in the same amount and form as the Contractor.

INSURANCE REQUIREMENTS CONTRACTORS (Cont'd)

Commercial Automobile Liability Insurance: This insurance is to protect the Contractor, Subcontractor(s), and the School District against claims resulting from an occurrence involving the Contractor's automotive equipment. This insurance shall be written in comprehensive form. Protection under the automobile liability insurance must include: owned, hired, and non-owned cars, trucks, and other licensed automotive equipment. Any Subcontractor must have coverage in the same amount and form as the Contractor.

<u>Professional Liability Insurance</u>: This insurance is to protect the Contractor, Subcontractor(s), and the School District against claims arising out of any act of error or omission of a professional architect, engineer, or consultant.

Proof of Insurance: When the Contractor executes the agreement, the Contractor shall furnish to the School District sufficient evidence to prove that all required insurance is in force, and shall require any Subcontractor to submit similar evidence before undertaking work under this contract. Each insurance policy shall contain a clause providing that it shall not be canceled or limits significantly depleted without 30 days written notice to the School District. Insurance obtained by the contract shall be subject to approval by the School District, but neither approval by the School District of any insurance supplied by a Contractor of Subcontractor(s), nor failure to disapprove such insurance shall relieve Contractor of Subcontractor(s) of their obligation to maintain in full force, during the life of the contract, all required insurance.

<u>Subcontractors</u>: Contractor shall include all Subcontractor(s) and insured's under its policies, or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractor(s) shall be subject to all of the requirements stated herein.

PROPOSAL RESPONSE FORMAT

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Each vendor proposal shall consist of one marked original copy, one (1) electronic copy and three (3) copies in the format specified within this section. Proposals not meeting the requirements below may be determined to be non-responsive, non-responsive proposals will receive no further consideration.

- A. **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
- B. **Tab 1 Cover Letter:** Provide a cover letter indicating your firm's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations for Proposer. Please provide name, title, address, telephone numbers (including fax) and email address.
- C. **Tab 2 Qualifications:** Summarize the qualifications of the firm. Where the project team includes subcontractors or sub-consultants, qualifications of the proposed subcontractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated.

Provide the credentials of the individual(s) from your firm that will administer the day-to-day operations of the DCSD contract. Proposal must identify the person or persons to perform work with the District and give the percent of the contract each person would be expected to perform. It is expected that the services provided will require a close, positive working relationship with the District and that the personnel identified would not be changed without the prior written approval of the District. The District will reserve the right to terminate the contract if key personnel are changed or if working relationships are not satisfactory. The proposed personnel shall be available throughout the duration of the entire project. Include an organizations chart with identification of staff responsible for contract duties, and brief position descriptions.

PROPOSAL RESPONSE FORMAT (Continued)

List the service representatives available to this account. Qualifications of new people working under this contract will be submitted to the District in writing for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

It is expected that your response will include the resumes of your most qualified personnel to perform this project. As an alternate please include a resume and project history of your "second tier personnel", your personnel evaluation will be based upon the least qualified personnel.

D. **Tab 3 – References:** Please provide three (3) current Technical references and two (2) K-12 Education market references. Include name of customer, address, contact name, telephone numbers (including fax number), and email address. Please include only references within the previous two (2) calendar years. The District may contact these references during the evaluation process.

Each Proposer should include under this tab, in tabular form, summary information for all contracts of similar size and scope performed by the firm, or team, within the past five (5) years. Information provided for each job shall include:

- 1. Contract/Project name
- 2. Agency/department/office for which performed
- 3. Dates of contract
- 4. Owner's contract/project manager or other representative
- 5. Contact person
- 6. Dollar value of contract

The District reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

E. **Tab 4 - Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the specifications starting on page 12 or provide an alternative for the District to consider. Indicate any exceptions to the scope of services of the RFP. Summarize your approach and understanding of the services and any special considerations of which the District should be aware.

PROPOSAL RESPONSE FORMAT (Continued)

- F. **Tab 5 Pricing:** Provide the DCSD with pricing. Ensure that the recommended product meets the minimum specifications described herein. Proposers are encouraged to provide their best financial incentives with the initial proposal, since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.
- G. **Tab 6 Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific contract.