Security Gateway and Encryption for Email

Request for Proposal (RFP) # 23988

Date of Issue: May 12, 2016

Question Cut off: May 20, 2016 at 2:00 PM (our clock)

RFP Close Date: June 10, 2016 at 2:00 PM (our clock)

Proposal to be returned PRIOR to time and date above.

RESPONDENT’S CERTIFICATION
The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set forth herein.

The Respondent’s Certification must be signed by an authorized agent and returned with Firm’s proposal.

RETURN TO:
Kendall Cisneros
Jefferson County School District No. R-1
Education Center, Purchasing Dept.
1829 Denver West Drive, Bldg #27, 3rd floor
P.O. Box 4001
Golden, Colorado 80401-0001
(303) 982-6415
I. OVERVIEW OF THE DISTRICT

Jefferson County School District No. R-1, the second largest school district in Colorado, serves a geographic area of approximately 800 square miles and has a current enrollment of approximately 87,000 students. The staff consists of over 12,000 full and part time professional and support personnel located in over 150 schools and office facilities.

II. PURPOSE AND BACKGROUND

Jefferson County School District No. R-1, hereinafter referred to as the District, has published this Request for Proposal, hereinafter referred to as “RFP”, in order to solicit proposals from professional and qualified companies to provide an email security gateway solution ("gateway solution"), and an email encryption solution ("encryption solution"), for the District. The intention is to have the solution(s) deployed by August 2016. Respondents may choose to respond to the RFP for the gateway solution OR the encryption solution OR both solutions combined. If responding to both, the District requests that Respondents provide pricing that includes a “bundled” price, as well as the individual pricing for each product.

The District currently has an inbound traffic email security gateway solution, and is looking for a replacement gateway to inspect both incoming and outgoing email to protect against a multitude of threats.

The District is seeking an encryption solution that must be fully compliant with the Health Insurance Portability and Accountability Act (HIPAA) which requires organizations to have in place appropriate safeguards to protect the privacy of electronic-protected health information (e-PHI). The District will use the encryption solution to transmit electronic student data. The District requires that the transmission of student data be secure with respect to Family Educational Rights and Privacy Act (FERPA) for the security of our students and their families. Furthermore, currently there is not a solution available within the District for staff to send out-going encrypted email. Under the HIPAA Security Rule the District must secure electronic-protected health information (e-PHI). It is the intent of the District to solicit for an encryption solution to implement that will further protect student data in accordance with current Board policies (e.g. JRA/JRC, EHAA, JSA, JS, GBEE, etc.).

III. PROPOSAL INFORMATION

Through this RFP process, the District desires to replace its current email security gateway, and implement an email encryption solution for outgoing mail. The proposed gateway solution needs to provide spam/virus/malware/phishing/ransomware defense, secure email delivery, and end user quarantine availability. The proposed encryption solution needs to be available for selected user groups based on user role and/or individual userid, meet HIPAA requirements, and provide functionality for desktop clients, mobile devices, and/or webmail. Specifics covering the RFP response requirements are detailed under Section V – Proposal Submission Requirements.

IV. SCHEDULE

The following is the schedule of events for the RFP submittal and selection process. The District reserves the right to change the schedule.
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertised</td>
<td>May 12, 2016</td>
</tr>
<tr>
<td>Questions may be submitted to Purchasing</td>
<td>no later than 2:00PM May 20, 2016</td>
</tr>
<tr>
<td><strong>Addendum issued</strong> containing responses to questions. An addendum containing all questions and responses will be posted on: Website here.</td>
<td>COB May 24, 2016</td>
</tr>
<tr>
<td>Proposals due</td>
<td>June 10, 2016 2:00PM MST</td>
</tr>
<tr>
<td>Stage One evaluation complete</td>
<td>June 27, 2016</td>
</tr>
<tr>
<td>Stage Two Respondent Demonstrations</td>
<td>July 19, 2016</td>
</tr>
<tr>
<td>Award notification</td>
<td>August 1, 2016</td>
</tr>
<tr>
<td>Implementation</td>
<td>August 2016</td>
</tr>
</tbody>
</table>

**V. PROPOSAL SUBMISSION REQUIREMENTS**

The Respondent shall submit one (1) original hard copy and one (1) electronic copy in write-protected PDF format on USB Drive or CD/DVD. The original shall be provided in a 3-ring, loose-leaf binder, or other bound format, with the firm name and proposal name and number on both the cover and spine. Pricing proposals shall be submitted as specified below in subsection 6 – Pricing Proposal. Complete response shall be sealed and clearly labeled with RFP title and number on the outside of the sealed response.

The Respondent’s proposal must provide the following information, clearly labeled in both submittal formats. Failure to do so may result in the proposal being rejected. Proposals shall be straightforward and concise and shall demonstrate the Respondent’s ability to satisfy the requirements of the RFP.

1. **Respondent Certification.**
   Front page Respondent’s Certification sheet signed by a duly authorized agent of your company in unaltered fashion.

2. **Addenda.**
   All addenda issued for this RFP.

3. **Exceptions.** Include a detailed request on letterhead of deviations/exceptions to requirements and/or terms and conditions if applicable. Any requested deviations will be taken into consideration in evaluation of proposals.

4. **Company Information.**
   3.1 Provide a brief background and summary; include information regarding any bankruptcy, company reorganization in the past 24 months, or litigation.
   3.2 Provide current Annual Report and/or audited financial statements for the last fiscal year. Submit in a format that can be returned at the conclusion of the RFP process, if
required.

3.3 Provide name or names that your firm or principals of your company has conducted business under in the last 24 months and your current Dun & Bradstreet (DUNS) number if your firm has one.

3.4 Biographies of proposed project implementation team or management. Planned implementation is August 2016.

3.5 References. Provide three existing customer references, preferably K12 and/or institutions of higher education and/or institutions with similar business requirements where your company has provided a similar service. Please include name, title, telephone number, and email address of primary customer contact(s).

5. **Technical Specifications.** Describe how the proposed Solution(s) meets the following specifications. Respondents providing a response for both the gateway and encryption solutions must respond to every specification below. If responding to either the gateway solution OR the encryption solution, respond to every specification below, except 4.3, 4.4, or 4.5, as appropriate.

### 4.1 Architecture
Provide an overview of the architectural solution being proposed. At a minimum, the overview should include the significant hardware and software environments. The design should show how the solution solves the District’s need for a gateway and/or email encryption. The design should depict how email data flows and is scanned for email gateway security and/or how email is encrypted, stored, and passed to intended recipient(s). Include system diagrams and formal documentation as appropriate.

If providing both a gateway and an encryption solution, specify if either or both solutions can be implemented as stand alone. If one or more components cannot be implemented as stand alone, provide a detailed explanation of the interdependencies.

### 4.2 Disaster Recovery and Business Continuity Plan
For hosted solutions, describe the major portions of the Disaster Recovery/Business Continuity (DR/BC) plans, including, but not limited to:

- Information on the DR and BC Plans used by the Respondent, including details on data centers used, data protection and support staff.
- How outages and issues are reported to customers, including any delays from time of issue and time of notification.
- Testing and maintenance of DR and BC Plan
- Describe any potential data loss in the event of the execution of the DR/BC plan and the procedures for identification and notification of data lost in an incident.
- Describe the solution’s implementation of fault tolerance including whether it supports immediate recovery/failover after an incident.

For non-hosted solutions, describe High availability and BC options, including, but not limited to:

- High availability within one data center
- BC with multiple data centers
- Physical hardware design and architecture of the solution if provided by the Respondent in regards to reducing downtime
d. Interaction with industry-standard hardware if the solution leverages customer’s existing infrastructure

4.3 Data Management (encryption solution only)
   a. Describe the data storage architecture for the solution.
   b. Describe the data retention practices for the solution and specifically address when data is stored and for how long the data is retained.
   c. Describe third party assessments run against the solution’s infrastructure (examples include: SAS 70 Type II, ISO 27001).

4.4 Encryption Solution Specifications, if applicable:
   4.4.1 Decryption
      a. The encryption solution must provide the District the ability to decrypt messages received. Describe how the proposed solution meets this requirement.
      b. If administrative keys are used for the encryption solution, a procedure must be in place to ensure the availability of those keys to the District. Provide detail.
      c. Specify the procedures that will be put in place to ensure that retrievable exact copies of administrative keys are available to the District as requested.

   4.4.2 Encryption
      a. The encryption solution must support centralized key management. The Respondent must identify the encryption solution’s established policies and procedures which address:
         1. Storing keys, including how authorized users obtain access to keys
         2. Dealing with compromised keys
         3. Recovering keys that are lost or corrupted
         4. Archiving keys
         5. Destroying keys
         6. Logging the auditing of key management-related activities
      b. Encryption actions must be included in logs such that administrators can identify which email was encrypted, and why. Provide detail.
      c. Describe the log content including what data fields are recorded.
      d. Specify which algorithms the encryption solution supports.
      e. The encryption solution must allow the ability to access encrypted email from mobile devices. Specify which mobile devices and browsers (and browser versions) are supported.
      f. Does the encryption solution provide the ability to prevent the forwarding of encrypted email? If so, how?
      g. The solution should have the ability to prevent email related data loss specific to K12 environments through server-based scanning of content, and server-based action to include denial, reroute, and/or encryption. Provide detail on this.
      h. The solution must provide predefined number templates. Please provide.
      i. Specify the quantity and type of predefined number templates (e.g., Social Security and credit card numbers) which are provided with the solution.
      j. Does the solution have predefined dictionaries and lexicons? Provide detail.
      k. Does the solution provide pre-developed policies for DLP? Provide detail.
1. Specify the quantity and types of pre-developed policies available with the solution that meet compliance requirements for HIPAA.

m. Describe how policies are updated to meet changes in the regulatory environment (e.g., how policies are updated, the timeframe in which policies are updated).

n. Describe if the solution provides a quarantine that includes the ability to do detailed searches and how that may or may not be enabled.

o. Does the solution have the ability to "deep inspect" a large number of file types for content matches (e.g., .pdf; .docx; .txt; .html; .xlsx, etc.)? If yes, specify the number and types of files supported.

p. Provide detail if the solution has the ability to add custom number templates (e.g., customer/client IDs).

q. Does the solution allow the ability to use "Smart" number identifiers (e.g., the ability to recognize that 999 99 9999 is not a valid Social Security number)? Provide detail.

4.5 Gateway Solution Specifications, if applicable:

a. Describe spam inspection/protection of incoming and outgoing email.

b. Describe virus inspection/protection of incoming and outgoing email.

c. Describe malware inspection/protection (including malformed web addresses) of incoming and outgoing email.

d. Describe Phishing and Ransomware inspection/protection of incoming and outgoing email.

e. Describe attachment inspection/protection of incoming and outgoing email.

f. Detail whitelisting capabilities (per user or globally).

g. Provide details for end user quarantine viewing and releasing.

h. Provide details for email DDOS protection.

i. Provide details for directory harvesting protection.

j. Detail alerts, notifications, and blocking of large amounts of email attempting to be sent (possible compromised account triggers).

k. Does the solution include any tools that would help to facilitate a migration from McAfee’s MX Logic Gateway? If so, please detail.

4.6 Reporting Capabilities

Address the following reporting requests:

a. Does your solution support end-to-end message tracking reports? Provide detail.

b. Is your solution capable of reporting on any failures or outages? Provide detail.

c. Specify what reports of encrypted email activity are available, for which user groups, and the granularity of filter and search criteria available.

d. How many users are sending how many encrypted emails (to internal District users vs external?) Provide details and sample report(s).

e. System wide reports showing how many emails are: blocked, spam, contain malware, undeliverable, malicious links, or malicious attachments. Provide details and sample report(s).

4.7 Management Capabilities

a. Detail the proposed solution’s message tracking capability - The solution must provide functionality for native message-tracking capability
b. Provide detail on the proposed solutions processing alerts - The solution must provide inbound / outbound mail processing alerts for troubleshooting of shutdowns, and a queue release option.

c. Domain-specific role-based Administration - Does the solution provide the ability for role-based administration for "sub-administrators" (e.g., administrators for a specific domain) to restrict access and visibility into system data and system changes (if applicable)? If yes, specify the scope of system access delegation (e.g., report availability, arbitration, quarantine management, end user management).

d. Domain-specific role-based user administration - does the solution provide the ability to delegate role-based user administration to agency administrator by domain? If yes, specify the methods supported (e.g., LDAP query, domain-based, security group, etc.)

e. Administrator dashboard - does the solution provide the ability for administrators to access a graphical and table-based dashboard with click-through, drill-down detail (using percentage-based metrics, not definitive totals)? If yes, describe the user interface of the administrator's console/dashboard (e.g., fields, destination controls, queues, etc.), and the updated frequency of results displayed.

f. Help function - does the proposed solution provide a task-based help function with recommendation settings for mail configuration options? Provide detail.

g. Mobile device access to management interface - Does the solution provide the ability for mobile devices to access critical portions of the management interface? If yes, specify what types of mobile devices are supported.

4.8 Service Level Agreement.

a. Provide Service Level Agreements (SLA’s).

b. For a proposed hosted solution, provide system up-time over the past 12 months.

c. Provide detail of the ability to provide reports that explain unscheduled system outage and steps to prevent in the future.

d. Provide solution upgrade philosophy, user effect and lifecycle.

e. The Respondent must submit the yearly preventative maintenance schedule for the solution, including frequency (daily, weekly, monthly, quarterly, yearly, or other); beginning time (PST); and end time (PST).

f. Provide detail on how we would receive any release notes or communication regarding new features or maintenance.

g. The Respondent must submit a report of the solution's scheduled maintenance and unscheduled downtime for 2015 through current including the activities and duration for each maintenance or downtime window.

h. Describe the proposed solution(s)' High Availability (HA) strategy including fault tolerance and fail-over.

i. Describe approach to ensure system and data integrity.

j. Any software covered in this agreement must contain maintenance, updates, and ongoing definition coverage that is either automatically applied or with minor maintenance from the District. Detail your coverage.
4.9 General Requirements. Provide information on the following requirements:

4.9.1 Materials and Equipment. Provide information and requirements on what Information Technology components the District will need and what the District may need to configure/install. The equipment recommended in the proposed Solution(s) may be virtual or physical or SAAS/Cloud and must be “datacenter grade.” Solution must integrate with Exchange 2010 through Exchange 2016, Active Directory 2008R2 through 2012R2 and Postfix version 2.3.3. For on-premises, the Solution must be able to integrate with existing virtualization environment (VMware 5.5) running on Cisco UCS technologies. Solution must support Outlook 2010 or greater, Outlook Anywhere, and Outlook Web Mail client. The web client/portal should support modern desktop browsers, iOS, and Android. For email gateway security purposes, the solution must be able to support greater than 20,000 mailbox users, mail volumes of over 120,000 messages per a 24-hour period and over 4,000,000 inbound messages per month.

4.9.2 Implementation. Provide a detailed plan for installation and implementation along with estimated hours for both your company and District staff to complete the installation, deliverables and milestones.

4.9.3 Training. Provide a detailed overview of the training to the District Employees for both system administrators and end-users to operate the solution.

a. Discuss supplemental materials provided to support your solution including training manuals, quick reference guides, help files, tutorials, etc.

b. Submit a written summary for ongoing support that will be provided.

c. It is the District’s expectation the awarded Respondent will certify a minimum of three District Systems Administrators for maintenance and general day-to-day use. Detail the training for this.

4.9.4 License. Provide license agreements and terms.

4.9.4 Value Added Services. List any special resources, skills, or services the Respondent possesses which are not specifically addressed in the RFP, but would be available as part of an agreement with the successful Respondent. Demonstrate any advantages that would be realized by the District as a result of these resources.


Provide one (1) original on paper in a separate sealed envelope clearly labeled IV. COST PROPOSAL and one (1) electronic copy saved in a separate file in write protected PDF format.

a. Describe in detail how your company will charge for the services described in Section V – Proposal Submission Requirements no. 1-5. If proposing both a Gateway and Encryption Solution for this RFP, include pricing as if one Solution, AND pricing for Gateway and Encryption stand-alone Solutions, if applicable. Please consider any applicable software, licensing, and service costs as well as any volume or interval or bundle discount opportunities.

i. To enable the District to evaluate scalability and term commitment against budget, all charges shall be itemized by unit and annualized if multi-year options are being offered. Provide pricing for each item by unit and include all offered volume pricing tiers. Detail if your pricing is
per user, Enterprise, etc. Include information for how invoicing any changes in services, such as adding encryption users, would be handled (e.g., annual true-up, at time of exceed, etc.).

ii. Include detail if your pricing is hosted or on premise, owned or subscription, with support or without support, etc.

iii. When providing multi-year options Respondent must provide information on if the entire amounts shall be pre-paid or annualized.

iv. Detail any applicable training and implementation cost, please itemize.

b. Describe in full detail the cost for ongoing use of the services. Respondent shall include a 5-year pricing schedule.

c. What, if anything, distinguishes your company from your competitors. Detail any value added services.

VI. GENERAL CONDITIONS

1. All prices shall be quoted FOB destination.

2. This proposal must be submitted at Respondent’s expense with this form via mail or hand delivered to the District’s Purchasing Department on or before the time and date of the proposal opening.

3. The Respondent(s) shall be in agreement with all provisions of the RFP. Any request for deviations/exceptions to the technical requirements, data requirements, and/or terms and conditions of the RFP must be explained in detail on supplier’s letterhead and included in the proposal response (Section V – Proposal Submission Requirements no. 3).

4. Proposals may be held by the District for a period not to exceed ninety (90) days from the date of the closing of the RFP process for the purpose of reviewing the proposals and investigating the qualifications of Respondent prior to awarding the contract.

5. Proposal responses must include all of the information requested. Proposals may be rejected by the District if the Respondent(s) fail to completely provide all information necessary for a complete understanding of the proposal or fails to answer all questions adequately.

6. District reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.

7. Any award made will be to the Respondent(s) whose technically acceptable offer will be the most advantageous to the District considering the evaluation criteria listed in Section IX - EVALUATION CRITERIA.

8. Any written statement made as part of the proposal, including the RFP may become part of the final contract. Any addenda to the Respondent's original proposal, such as letters, facsimile, and any other written clarifications and commitments may also become part of the final contract.
9. It is the intent of the District to award to one Respondent; however, the District reserves the right to make multiple awards from this proposal.

10. The effective period of contracts resulting from this proposal shall be July, 2016 through June, 2017 unless otherwise mutually agreed upon.

11. The District reserves the right to renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and Respondent for an additional one (1) year period, but not to exceed four (4) such extensions.

   If increases in fees are applicable for subsequent renewals, it is the intent of the District to cap increases to the original Software License Fees (Annual Subscription and Perpetual), Annual Maintenance Fees and Application Support Fees set forth herein fees to the lesser of the following measures (i) increased by the annual K-12 Educational standard increase or (ii) increased by an amount equal to the change in The Consumer Price Index Denver for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as published by the United States Bureau of Labor Statistics.

12. The Respondent(s) guarantees prices for the system will not increase during the initial term of the agreement. If prices decrease during the term of this contract, the successful Respondent must notify the District of the lower prices.

13. The District reserves the right to cancel at any time any awards occurring as a result of this proposal, if it is determined by the Director of Purchasing that quality of product or Respondent service/performance is unacceptable.

14. All information shall be submitted at the dates and times indicated herein to:

   Kendall Cisneros, Purchasing Agent
   Jefferson County Public School District No. R-1
   1829 Denver West Drive, Building #27
   Golden, CO 80401-0001
   kecisner@jeffco.k12.co.us

   All contacts regarding this RFP during the submittal preparation and evaluation period must be done in writing through the Jefferson County Public School District Purchasing Department.

   This restriction does not apply to:
   • District initiated communications by evaluation committee only to satisfy clarification questions as part of the Stage One evaluation process
   • Scheduled product demonstrations and Respondent interviews during the Stage Two evaluation

   In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.
VII. SPECIAL CONDITIONS

1. Each Respondent shall submit all information requested, in the order specified in Section V - Proposal Submission Requirements. Failure to do so may result in the proposal being rejected. **Proposals shall be straightforward and concise and shall demonstrate the proposer’s ability to satisfy the requirements of the RFP.**

2. This process is a RFP. As such, only the names of the Respondents shall be read at the closing of proposals. The District reserves the right to negotiate with one or more Respondents in order to come to an acceptable contract agreement. Information in the proposals shall remain confidential until such time the District is ready to make the award.

3. Proposals submitted in response to this RFP shall become the property of District and be considered public documents under applicable Colorado state law. **Financial records** marked as “Confidential” and submitted in a separate sealed envelope shall be returned to the Respondent upon completion of the process. Proposals marked as “Confidential” will be considered non-responsive and may not be accepted.

4. The District, at its discretion, may utilize a Best and Final Offer (BAFO) process. If this process is utilized, the purchasing agent shall submit to the Respondents most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The purchasing agent shall coordinate the Respondent’s responses for review by the evaluation committee. The purchasing agent shall be the SOLE point of contact throughout the process for all proposers.

5. Respondent is responsible for downloading all addenda issued for this RFP. It is not the District’s responsibility to ensure that Respondent is notified of issuance of addenda.

6. Respondent shall provide, and payment will be contingent upon, all invoices containing: equipment serial number(s) by purchase order line number, Hardware/Software support and/or subscription contract number(s) and corresponding term of the support/subscription formatted as dd/mm/yy – dd/mm/yy. Failure to provide any of this information on the invoice will result in delayed payments and Respondent corrections until said invoice(s) are submitted in accordance with this requirement.

VIII. SELECTION PROCESS

**Stage One**

Respondent proposals will be subjected to a two-stage evaluation and selection process. The first stage will begin with a review of the written response to the proposal. A proposal must meet all mandatory requirements and functions to be considered.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any Respondent for any reason without explanation.

2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Proposals that pass the initial screening will be evaluated and scored by an evaluation committee comprised of individuals from the District. A short list of proposals will move into Stage Two of the evaluation process.

**Stage Two**
Proposals that move to Stage Two will be subjected to a more detailed evaluation that will include Respondent provided on-site demonstrations involving use of the proposed service solution.

Also during the Stage Two on-site interviews with the finalist Respondent(s) it will be explored in detail the proposed implementation strategy and to discuss Respondent qualifications and experience. The District may choose to interview the Respondent’s training team and ask them to demonstrate portions of sample training sessions.

References of the top Respondents will be checked during Stage Two.

Respondents progressing to Stage Two, who offer a hosted solution, will also be required to complete the District’s Application Hosting Vendor Assessment that will be provided at that time.

**IX. EVALUATION CRITERIA**

Initial Stage One evaluations will be based on, in no particular priority order or weighting:

- Information provided in proposal per the requested organization and format
- Information provided by the Respondent in response to District clarification questions
- Production Functionality: ability of the proposed solution to meet the functionality and features as detailed in the Section V.4 – Proposal Submission Requirements - Technical Specifications
- Cost

Stage Two evaluations will be based on, in no particular priority order or weighting:

- All information provided and scored in the Stage One evaluation
- Application Hosting Vendor Assessment Form (if applicable)
- On-site demonstrations
- Quality of references
- Demonstrated ability to have provided similar services for other clients
- Best and Final pricing schedule and the District’s cost to implement – initial costs and future costs
- Respondent’s financial stability
- Technical quality and/or viability of the proposed Solution
- Ability to meet the August 2016 desired implementation deadline

**X. TERMS AND CONDITIONS**

**SUBMISSION:** All bids/proposals must be sealed at submission. Late bids will not be accepted. No oral, telephonic, telegraphic email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement
to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at least 72 hours prior to the closing date and time.

AWARD: No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee. The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident Respondents against nonresident Respondents to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Respondent.

MODIFICATION: Any alteration, erasure or interlineation by the Respondent in this bid may constitute cause for rejection by the Director of Purchasing or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Respondent’s letterhead.

COMPLETION: Respondent shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this bid be completed using either black ink or black type.

ACCURACY: Accuracy of the quotation is the responsibility of the Respondent. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented. The Director of Purchasing or designee must do this in writing 24 hours after notification.

PRICING: The unit price for each item shall be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract. If prices decrease during the term of this contract, the successful Respondent must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

PAYMENT: The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to Jefferson County School District No. R-1, Attn: Accounts Payable, 1829 Denver West Dr. Bldg #27, Golden Colorado 80401.

Respondent shall provide, and payment will be contingent upon, all invoices containing: equipment serial number(s) by purchase order line number, Hardware/Software support and/or subscription contract number(s) and corresponding term of the support/subscription formatted as dd/mm/yy – dd/mm/yy. Failure to provide any of this information on the invoice will result in delayed payments and Respondent corrections until said invoice(s) are submitted in accordance with this requirement.
QUALITY: All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Director of Purchasing or designee. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The Director of Purchasing or designee shall have the right at all times during the performance of this Agreement to conduct such tests and inspections as is deemed necessary to assure Respondent’s compliance with this Agreement. The District will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

QUANTITIES: The District neither states nor implies that actual purchases will equal the estimate. It is the intent of this bid that the District be supplied with more or less of the materials according to actual needs. Do not bid groups of items together as “all or none.” Advise any minimum order quantities that apply.

SHIPPING: Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance.

DELIVERY: Delivery dates must be specified on this bid. **Time is of the essence.** Delivery is part of the consideration and the advised delivery date given on this bid must be complied with unless otherwise instructed by the Director of Purchasing or designee. The District will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of The District.

SPECIFICATIONS: Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the District includes manufacturer/brand name and numbers as a part of the description of any item, the Respondent may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording “no substitute” in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The District reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

SAMPLES: Samples of items, when requested/required, must be furnished free of expense and if not destroyed, will be returned upon request at the Respondents’ expense.

NON-COLLUSION: By submission of the bid, the Respondent certifies that the bid has been arrived at independently and submitted without collusion with any other Respondent and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Respondent or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

GRATUITIES: Respondents are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Respondents, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; employees may be disciplined.
according to District Policy.

CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.

TERMINATION: The District, by written notice, may terminate this contract, in whole or in part, when it is in the District’s interest. If this contract is terminated, the District shall be liable only for payment of this contract for services rendered or goods provided before the effective date of termination.

COMPLIANCE: The Respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

GOVERNING LAW: 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 Jefferson County, State of Colorado. The transaction shall be governed by the laws of the State of Colorado.

TAX: The District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes. The Respondent shall file an “Application for Exemption Certificate” with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.

HAZARDOUS MATERIAL: The Respondent represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

HOLD HARMLESS: The Respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid.
INDEMNIFICATION: The Respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

APPROPRIATIONS & APPROVAL: Any and all obligations of the District under this Agreement may be subject to annual approval and/or budgeting and appropriation by the District.

EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

INSURANCE: The Respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including workers’ compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Respondent or his agents. The Respondent will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than $2,000,000 ($2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit $2,000,000, $2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy.

ILLEGAL ALIENS: Pursuant to Colo. Rev. Stat. § 8-17.5-101 et. seq., the District cannot enter into or renew a public contract for services with a Vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et. seq., Vendor/Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that the Vendor/Contractor will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Vendor/Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Vendor/Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Vendor/Contractor shall not use the E-Verify Program or the Department Program.
If Vendor/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Vendor/Contractor shall:

a. Notify the subcontractor and the District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Vendor/Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the “Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and Vendor/Contractor shall be liable for actual and consequential damages.

If Vendor/Contractor is a natural person eighteen years of age or older, Vendor/Contractor hereby swears or affirms under penalty of perjury that the Vendor/Contractor (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 CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

CRIMINAL RECORD VERIFICATION: Successful Respondent will be required to complete Criminal record check on any person providing services under the contract, employees, subcontractors or other agents of Vendor who work on District property for this contract. Employees, subcontractors or other agents of Vendor 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 Respondent must complete the District’s Criminal Records Check Certification. Each individual Respondent will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.