

Durango School District 9-R Request for Proposal (RFP) Mass Notification System

May 1, 2019	Issuance of RFP
May 17, 2019	Deadline for Submission of responses at 2:00 p.m. Late submittals will not be considered.
June 3-7, 2019	Evaluation of final candidates.
July 1, 2019	Contract Execution (or as soon thereafter as practical)

Durango School District 9-R
201 E. 12th Street
Durango, CO 81301

1 GENERAL

The Durango School District 9-R (9-R) is soliciting competitive sealed proposals to provide mass notification system service for the Office of Public Information.

1.1 SCOPE OF CONTRACT

9-R is requesting proposals from qualified firms with enterprise K-12 experience to provide a turn-key fully functional and integrated mass notification services to parents/guardians, staff and the general public by means of telephonic messaging, electronic mail, text messaging, social media and mobile application in accordance with this Request for Proposal (RFP).

1.2 PURPOSE

9-R's objective is to acquire, deploy and integrate an emergency communication and general notification system that provides the ability for 9-R and each of its 14 sites and campuses with the ability to send timely messaging. 9-R desires a high-speed, vendor-hosted, automated communication system to deliver both emergency and routine notifications by voice, email, text, social media and mobile app to recipients with all varieties of devices. 9-R also requires a contractor with the ability to integrate student and parent contact information via connection from the district's Student Information System, currently Infinite Campus, and the district's staff management software, currently iVisions, the district's bus management system, Versatrans, as well as the ability to import additional recipient and contact information via uploaded CSV files through secure FTP sites or similar. These systems also should be supported by automation options.

1.3 BACKGROUND

9-R is soliciting competitive proposals to select a contractor knowledgeable and experienced with a proven record to provide a mass notification system. 9-R currently has close to 5,000 students in 14 schools and is located in southwest Colorado. Vendors are encouraged to review the data contained on the 9-R website for a better understanding of 9-R, its organization and management, and the services it provides (durangoschools.org).

1.4 SUBMITTAL QUALIFICATIONS

Vendors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items offered, or regularly engaged in performing the services on which they are replying to the Proposal, and in both cases maintain a regularly established place of business. An authorized representative of 9-R may visit any prospective vendor's place of business to determine its ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

9-R reserves the right to require that the vendor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule and can provide the maintenance and support of the product after implementation.

Vendors and any associated subcontractors to this solicitation must meet the following qualifications:

1. Be an established software company for the past five (5) years implementing a product similar to requirements in this RFP.
2. Provide a response that offers a fully functional product already developed and previously implemented.
3. Have existing personnel experienced in disciplines that would enable efficient implementation of the services.
4. Have direct experience with state and local government practices, procedures, laws, and regulations; with emphasis on the State of Colorado Public School Laws.
5. Have direct experience in large-scale mass notification system implementation for local government or school systems.
6. Produce results through activities and methodologies in accordance with state-of-the-art practices; and accredited, certified, and/or in accordance with usual and customary practices, and others as may be applicable.
7. Are legally allowed to do business in Colorado.
8. Be able to provide 24/7 customer support.

2 VENDOR INSTRUCTIONS

The objectives of 9-R efforts are to implement a mass notification system that supports the requirements in this RFP. The implementation scope and schedule will be consistent with the affordability and manageability constraints acceptable to 9-R.

2.1 SCHEDULE OF PROCUREMENT EVENTS

Date*	Event
May 1, 2019	Issuance of RFP
May 17, 2019	RFPs Due
June 3-7, 2018	Further Evaluation of Final Candidates, Oral Presentations of Final Candidates
June, 2018	Contract Execution (or as soon thereafter as practical)

July 1, 2018	Implementation of services
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**The above dates are subject to change.*

2.2 DEADLINE FOR SUBMISSION OF RESPONSES

To be considered, submittals must be received in the issuing office the date and time specified on the invitation notice of this RFP. 9-R prefers direct delivery. However, courier delivery services are acceptable, but the responsibility remains with the Vendor.

2.3 RIGHT TO AMEND, MODIFY OR WITHDRAW RFP

9-R reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of 9-R to do so. The decision of 9-R shall be administratively final in this regard.

2.4 WRITTEN QUESTIONS AND OFFICIAL RESPONSES

Inquiries concerning this RFP must be in writing and received by the Issuing Office no later than the date and time specified on the invitation notice of this RFP (May 17, 2019). 9-R will make every effort to provide a timely, written response to questions. Telephone inquiries will not be accepted. Questions may be submitted by email. Responses to inquiries will be distributed to all entities. If a Vendor discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, Vendor must immediately notify the Issuing Office. If a Vendor fails to notify the Issuing Office, such Vendor submits a response at its own risk and under such conditions. If such Vendor is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction. Areas of conflict that do not receive the specific written acceptance of 9-R shall be resolved in favor of the solicitation documents.

2.5 ISSUING OFFICE

9-R Purchasing Office is the Issuing Office and the sole point of contact for the RFP. 9-R Purchasing Office is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. All communications concerning this Request for Proposal must be addressed to:

Julie Popp

Office of Public Information, Durango School District 9-R

201 E. 12th Street

Durango, CO 81301

Phone: (970) 247-5411

Email: jpopp@durangoschools.org

2.6 CLARIFICATIONS AND ADDENDA

Should a Vendor find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, no later than seven (7) days (Saturdays, Sundays and holidays excluded) prior to the RFP due date, request clarification in writing

(written emails from the Vendor's office are acceptable) from the Issuing Office, who will issue a written Addendum as necessary to the RFP. Failure to request such clarification is a waiver to any claim by the Vendor for expense made necessary by reason of later interpretation of the RFP documents by 9-R. Requests shall include the RFP title.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted to the website.

2.7 OPEN RECORDS

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless 9-R has determined that parts of the submittal are confidential and proprietary. The successful submittal may be considered public information even though parts are marked confidential. Copyrighted submittals are unacceptable and will be disqualified as non-responsive.

2.8 TIME

The times stated in this document refer to the Mountain Time Zone. Unless otherwise stated in this document, the applicable time deadline will be 4:00 p.m. on the date specified on the RFP invitation notice. 9-R's regular office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday, except for holidays or other closure dates already identified in the published Academic Calendar.

2.9 COPIES

Vendors must submit one (1) signed original, three (3) copies and three (3) electronic (shared drive or flash drive) copies of their submittals. Vendors must include copies of Vendor's cost proposals in their submittal. By making a submission, Vendors acknowledge that 9-R may make copies for internal and evaluation purposes.

2.10 LATE PROPOSALS

Proposals received in the Office of Public Information after the date and time prescribed shall not be considered for contract award.

2.11 PERIOD THAT PROPOSALS REMAIN VALID

Each Vendor agrees that proposals shall remain firm for a period of one hundred and twenty (120) calendar days after the date specified for receipt of proposals.

2.12 OBLIGATIONS OF 9-R

9-R shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. 9-R reserves the right, in their sole discretion, to select qualified responses to this RFP without discussion of responses with Vendors. 9-R reserves the right to reject any or all submitted responses. All submittals will become property of the 9-R official procurement files, and will be available for public inspection.

2.13 OFFEROR OBLIGATIONS

Qualified Vendors are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Vendor will be liable, both individually and severally, for the

performance of all obligations under the contract, and will not be relieved of non-performance of any subcontractor.

2.14 ORAL PRESENTATION

Vendors selected may be required to present individual presentations to 9-R representatives in order to clarify their response.

2.15 MULTIPLE/ALTERNATIVE PROPOSALS

Vendors may not submit more than one (1) response, nor may Vendors submit an alternate to this RFP.

2.16 PROPOSAL RESPONSE ACCEPTANCE

9-R reserves the right to accept or reject any and all Proposal responses, in whole or in part, received as a result of this RFP or to waive minor irregularities, in any manner necessary, to serve the interest of District. 9-R further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

2.17 OPENING PROCEDURES

During the period of evaluation, no Vendor shall contact any member or employee of 9-R concerning the Proposal award, aside from the designated contact person. Such action may result in the Vendor's Proposal response being removed from evaluation and rendered non-responsive.

2.18 ERRORS IN PROPOSALS

Failure of the Vendor to thoroughly understand all aspects of the issued Proposal, will not act as an excuse to permit withdrawal of their Proposal Response nor secure relief or plea of error. Neither law nor regulation makes allowance for errors of omission on the part of the Vendors.

3 PROGRAM SUMMARY

3.1 SYSTEM ARCHITECTURE

The architecture must provide the District and all of its identified designees with the ability to collect the required data and provide access to the collected data. The primary architecture should be a centralized, user-friendly (Graphical User Interface) software system accessible through web page compliance standards along with cross-browser support (Internet Explorer Version 8, Safari Version 5, Firefox Version 7, Chrome Version 15) with the data hosted by 9-R.

3.2 CURRENT STATE

3.2.1 Computer & Server Hardware and Operating System Infrastructure

9-R has a hybrid environment for desktop computers and laptops (Windows 10, Chrome OS, Apple iOS, and Macintosh OS X).

For supported server environments, 9-R runs Windows 2016 Standard and 2016 Datacenter editions, OS X 10.5, CentOS Linux, and Apache Tomcat and IIS web servers in support of our business systems. 9-R has implemented a Microsoft Active Directory Services (non-federated) architecture that is synchronized with our Google Suite for Education platform which is used for all network and some system authentications. The district is planning to adopt the ADFS (Active Directory Federated Services) model in the near future. Currently supported database platforms include mySQL and Microsoft SQL Server.

3.2.2 Local Area Network (LAN) Configuration

9-R has a very robust network infrastructure. All hard-wired endpoints connect at a minimum of 100 Mbps per second switched. 1 Gbps connectivity is the most common connection speed. The network switching architecture is almost exclusively HPE/Aruba, with a few older Cisco LAN switches. VLANs and Firewall technology (supported by Fortinet) have been deployed as part of the overall network security plan.

3.2.3 Wide Area Network (WAN) Configuration

Fasttrack's MPLS Network Services - 9-R uses Fasttrack Communications as our data communication service provider for data connectivity between remote school locations and our central office. Fasttrack provides up to 2 Gbps bandwidth from most remote sites over a fiber optic network. Two remote locations connect to the MPLS ring via two microwave radio connections provided by Forethought Internet at a rate of 200 Mbps.

3.2.4 Existing Third Party Interfaces

9-R currently maintains several information systems to manage data analysis and reporting needs, including but not limited to:

System Interfaces

- Current Student Information System – InfiniteCampus SIS - collects and reports student demographic, enrollment, attendance, conduct, course, and transcript data. Includes grade book and family/student portal tools. Infinite Campus is hosted remotely but we have access to the SQL database. .
- Current Staff Information System - iVisions - collects and reports staff start dates, contracts, signed agreements, course completions and contact information. Infinite Visions is remotely hosted but we can send Staff data from it to other sites via SFTP
- Current Bus Information System - Versatrans - Manages and tracks all bus routes and bus services while on routes, as well as specific student data in regards to bus services. We currently export Bus information via SCP and could do other protocols

3.3 MASS NOTIFICATION SYSTEM FEATURES

The notification system features that are expected, at a minimum, are listed below (section 3.5.1).

3.4 IMPLEMENTATION SCHEDULE

Project Milestone	Due Date
Contract award	July 1, 2019
Testing and Training	June - July 2019
Final "Go live"	July 1, 2019

Vendor shall adhere to the timeframe for implementation of the mass notifications system depicted in the table above.

Vendor may provide alternate implementation plans. Vendor may provide more than one implementation plan. Must be approved by 9-R.

3.5 SYSTEM PERFORMANCE – SCOPE OF CONTRACT

9-R's objective is to acquire, deploy and integrate an emergency communication and general notification system that provides the ability for 9-R and each of its sites and campuses with the ability to send timely messaging. 9-R desires a high-speed, vendor-hosted, automated communication system to deliver both emergency and routine notifications by voice, email, text, social media and mobile app to recipients with all varieties of devices. 9-R also requires a contractor with the ability to integrate student and parent contact information via connection to the InfiniteCampus Student Information System, the iVisions staff management system, the Versatrans transportation software, as well as the ability to import additional recipient and contact information via uploaded CSV files for use in custom groups. The awarded contractor shall train identified 9-R staff.

3.5.1 The Contractor's system shall provide the following general capabilities under the Contract (collectively, the "Services"):

1. Software as a Service
2. E-mail, phone (with robocall ability), mobile/cell phone, text messaging, social media posts, mobile app (regardless of platform)
3. Professional development/Training/School-based training and webinars
4. Help desk/customer service support for all end users
5. User-friendly interface
6. Reporting capability (unconnected calls and reason, ad hoc reporting), and a quarterly report to monitor
7. Performance completion rates that reduce delivery time
8. Integrated voice response system
9. Mobile application for end users
10. Unlimited district accounts with synced data and groups
11. Data privacy and security protection identified in Attachment F
12. 24-hour customer support and client services

13. Provides connectivity to 9-R account for Facebook and Twitter accounts to automatically post information
14. Ideal system will have relationships with AT&T, Verizon, other carriers to expedite posting time to less than 10 minutes

3.5.2 In addition to the general capabilities listed above, the District requires the Contractor's system to provide the following specific capabilities (refer to Attachment D):

1. The designated District administrator(s) shall have access to all functions of the system. This person/people will be the only one(s) who will have the capability to send District wide messages or emergency messages. The District administrator will have the ability to assign permissions.
2. The District shall have the ability to create separate accounts for students, parents, staff, and individual schools. Messages shall be able to be tailored for all, or any combination of these groups. This includes the use of custom groups such as bus routes or community contacts, either through dynamic traits or csv uploads or similar.
3. The District shall have the ability to assign accounts to different departments within the District and be able to track their usage (i.e. Security will have an account and the District will be able to track calls made from that account).
4. The District shall have the ability to create notification groups and also the ability to create notification groups based on users' security profiles (i.e. parents; students; administrators; teachers). Sub-groups shall also be able to be created from primary groups.
5. The District shall have the ability to create emergency messages and deliver the messages within 15 minutes of determining the need.
6. The District shall have the ability to allow authorized school or district officials to override standard message delivery schedules in the event of the need to transmit emergency messages (email and phone).
7. The system shall have the ability to create and send text-to-speech messages translated in Spanish.
8. The system shall have the ability to save messages for future delivery.
9. The system shall have the ability to maintain 'Do Not Call' lists.
10. The system shall have the ability to automatically randomize calls.
11. The system shall have the ability to recognize answering machines and deliver notification at the appropriate interval.
12. The system shall have the ability to override call blocking devices.
13. The system shall have the ability to accept and deliver messages created by District personnel by phone.
14. The system shall have the ability to contain a database of standardized messages where the user will only have to insert dates or times (i.e. - open house, school board meetings, school holidays, early dismissal, closed for weather, etc.)

15. The system shall have the ability for an unlimited number of retry attempts in the event a busy signal is received.
16. The system shall have the ability to maintain an unlimited number of listings per student or parent/guardian.
17. The system shall have the ability to send voice messages to multiple types of devices (land phone, cell phone) and text messages via various means (e-mail, TTY, PDAs, SMS)
18. The system shall have the ability to schedule calls, by date and time. Calls shall be completed within the given parameter with a report back to the creator if calls are not completed.
19. The system shall allow the receiver the option to block the reception of text messages to a cell phone. This shall be automatic and shall prevent future text messages.
20. The system shall provide a nightly file of all attempted calls by the District. The file shall be an automated transfer to District servers without the necessity of involvement of or intervention by District staff.
21. The system interface shall be compatible with Android and iOS mobile devices.
22. All system data shall be housed in a Tier 3 facility rated to include: single non-redundant distribution path serving the equipment, non-redundant capacity components, redundant site infrastructure capacity components guaranteeing 99.982% availability, multiple independent distribution paths serving all the equipment, 24/7/365 monitoring of data center, physically secured center, and all equipment will be dual-powered and fully compatible with the topology of the site's architecture.
23. The system shall use at least 256 bit TLS/SSL encryption. All authenticated data transfers to and from the system shall be secured with at least 256-bit encryption.
24. The system shall leverage existing authentication system for identity and access management, Microsoft Active Directory through LDAP, SAML, or ADFS.
25. The system shall have the ability to generate reports in multiple formats to include Excel, PDF, MS Word and Text.
26. The system shall have the ability to have reports scheduled for delivery through email or SFTP on a selected interval or time schedule.
27. The system shall not require an upload of audio files; audio capabilities must be built into the system and shall not require separate file creation or uploading.

3.6 REPORTING

The system shall have the ability to generate the following reports:

1. A report that contains; date, time, contact, type of call, results of call;
2. A report that contains a list of the bad numbers or emails. The report will contain the phone number, email address, school, and student attached to the number or email;
3. A searchable report that contains all calls by phone number and will show the number, school, student, and parent attached to that number;
4. A suite of reports that will show calling trends;

5. A quarterly report that includes number of calls by school, reason, department, and purpose as well as summative information for the District.
6. A monthly report of all successful calls, failed calls and calls not attempted.
7. Ad hoc reports based upon data elements selected by the District for custom reports.
8. A report of data entry or upload errors or inaccuracies.

3.7 SYSTEM AND COMPONENT ACCESS

Vendor/implementer should provide complete system administrator access to all the components of the system including but not limited to all server, application code, database access, database components, hardware and software components. Vendor/Implementer should provide guidelines to 9-R staff to make changes to the user-defined fields, tables and columns.

3.8 DATA CONVERSION

The solution must consist of an initial load process created to load the current and past years' 9-R SIS and all relevant data. Conversion must incorporate all transformation rules as specified by 9-R personnel. Data should be converted without significant degradation to performance. It is not acceptable for 9-R or school district staff to have to re-enter data that is already loaded into the existing SIS and other third party applications, unless it is mutually agreed that it is most cost effective to re-enter certain portions of the data. This applies to other rollovers throughout an awarded contract, including but not limited to new platform updates from the Vendor or data rollover from fiscal year to the next.

3.9 TRAINING

Vendor shall provide technical support staff on-site training to operate, maintain, and effectively utilize each purchased module of the MNS in the course of their daily activities as part of the initial implementation. The training shall primarily follow a train-the-trainer model and appropriately precedes the *Implementation Schedule* noted above. Primary users include both clerical and professional staff with varied levels of technical experience.

Comprehensive and quality training and support is critical to the success of this project. Each employee participating in training shall receive an abbreviated instruction booklet for desktop use, and instruction on the use of the product manual(s) or on-line help. Training shall be by group and if deemed necessary by 9-R, on an individual basis. Follow-up training is on an as needed, as requested basis. All initial trainings shall be part of the product package pricing; additional individual and in person trainings may carry an additional cost, but must be exclusively outlined in the final contract. Ongoing support and training materials should be part of the service fee.

3.10 SYSTEM TESTING

1. The successful Vendor will provide all system integration testing which 9-R requires to support any existing interfacing products currently used by 9-R. System integration must be performed on all system components to accurately define the product's solution capabilities and limitations. The tests must be performed in collaboration with 9-R staff.

2. Prior to the deadline for full implementation of the entire system, Vendor shall perform a full load response time test and provide a final written document on the test results to be reviewed and approved by 9-R. The mechanism for testing this load performance should be delivered as part of the product for continuous system monitoring by 9-R staff.

3.11 VENDOR PERFORMANCE AND ACCEPTANCE TESTING

1. The successful Vendor will perform acceptance testing throughout the implementation phase of the project. Testing windows must be included in the project plan. The 9-R project manager will work collaboratively with the Vendor to refine the testing timeline.
2. The successful Vendor will demonstrate, through the testing process that the proposed product/solution works and meets all the functional requirements.
3. Results of acceptance testing will be documented and reported to the 9-R Project Manager during the course of the project.
4. 9-R shall be responsible to evaluate the system immediately following Vendor's notification that the MNS has been properly installed and tested in accordance with the schedule specified herein. This evaluation includes both pilot implementations and final implementation. 9-R's testing of the system shall be not more than 30 days. At the end of such time, 9-R shall provide a written report of its acceptance or rejection of the system being tested. Any rejection shall document deficiencies found that caused the rejection and must be rectified. Once the corrections have been made, 9-R reserves the right to conduct the test again repeating the steps found above.

3.12 MAINTENANCE

Maintenance fees provided in the Price Proposal Form shall remain firm for a 3-year term, commencing upon expiration of the warranty period. Maintenance shall be billed by the Vendor on an annual basis and shall include all updates/upgrades required by Federal and Colorado State mandates. Any software fixes or changes to MNS shall be communicated and be available for download to 9-R personnel. Vendor shall provide all updates/upgrades and fixes to the MNS with the capability of being processed at a central site on a 9-R specified network platform in order to ensure that the resulting modifications are simultaneously available to all user's resident on the network.

Upon expiration of the initial term, or upon its earliest termination as provided herein, 9-R reserves the right to re-solicit or to extend Maintenance services for two (2) additional one (1) year periods this contract and the services described and/or included in this RFP, at its sole option.

3.13 TECHNICAL SUPPORT

9-R will provide first line support for MNS. Vendor shall provide full support for the product throughout the execution of the contract in its entirety upon final acceptance by 9-R. Vendor shall provide user telephone support for designated 9-R personnel. The Vendor's second line support shall be available 24 hours per day, seven days per week. The telephone number shall be a toll free user support hotline. In the event that the help desk cannot resolve the problem via a telephone call, a service call shall be coordinated by the Vendor at the expense of the Vendor. The Vendor will also provide a designated account support representative.

3.14 LOCATION

Primary implementation activities will be performed at the 9-R District office and throughout the geographical area of the district. The 9-R District office is located at:

Durango School District 9-R

201 E. 12th Street

Durango, CO 81301

Training and maintenance activities may be conducted throughout the District.

3.15 VENDOR RESPONSIBILITIES

The Vendor shall provide complete design, development, delivery, implementation, installation, and testing of proposed MNS as required herein and proposed in Vendor's Technical Approach, as well as on-site support during all phases of the contractual obligations. All software proposed shall be licensed in perpetuity to 9-R. 9-R will only provide the required space, power, AC and bandwidth in the 9-R data centers.

3.16 9-R RESPONSIBILITIES

3.16.1 MNS Project Manager

Before the start of implementation, 9-R will appoint an employee who will serve as the Project Manager, to whom the Vendor shall address project communications. The role of the Project Manager is to provide direction of staff working on the project as well as direction, communication guidelines, and procedures for reporting to management and leadership within the school system. This person will be dedicated to the project.

3.16.2 Access to Schools

9-R shall facilitate the reasonable access to schools and data centers for the purposes of training and performing on the contract.

3.17 CONTRACT PERIOD

A contract is anticipated to be executed in July 2019. Implementation will begin once the contract is executed. The service shall begin upon the execution of an agreement soon after award or by July 1, 2019. Once awarded, the Contract shall remain in force and effect for a period not to exceed five (3) years and is subject to available funding.

4 SUBMITTAL FORMAT

4.1 INTRODUCTION

By submitting a signed submittal, an Vendor represents that it fully understands this RFP and will abide by its terms and conditions. Exceptions, amendments, or deviations from this RFP should be presented at the pre-submittal conference in writing. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

It is the Vendor's responsibility to clearly identify and to describe the services being offered in response to the RFP. Vendors are cautioned that organization of their response, as well as thoroughness is critical to the 9-R's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

4.2 GENERAL ORGANIZATION OF SUBMITTAL CONTENTS

Vendors intending to respond to this RFP should submit a Proposal Reply Form (Attachment I) at the earliest date possible.

Submittals must be organized as follows:

- A. Transmittal Letter
- B. Executive Summary
- C. Table of Contents
- D. Vendor Identifying Information (See Attachment C)
- E. Subcontractor Information
- F. References (See Attachment D)
- G. Management Team – Vendor (See Attachment E)
- H. Technical Proposal
- I. Price Proposal
- J. Letter of Intent to Sign 9-R Standard Contract (See Attachment A) or Detailed Description of exceptions, deviations or additions to the 9-R Standard Contract
- K. Confirmation of compliance with the data privacy and security requirement

4.2.1 Transmittal Letter

Vendors must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by 9-R.

The transmittal letter must be signed by a person legally authorized to bind Vendor to the representations in the response. Vendor also must indicate, in its transmittal letter, why it believes it is the most qualified Vendor to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions. If an Vendor takes exception to any of the proposed terms and conditions stated in Section 6 or the Standard Contract that appears as Attachment A of this RFP, those exceptions must be noted in the transmittal letter.

4.2.2 Executive Summary

Vendors must provide an executive summary of their submittals and represent that Vendors' submittals address all of the requirements of this RFP. The executive summary must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost of the submittal. Vendors must identify any services that are provided beyond those specifically requested. If Vendor is providing services that do not meet the specific requirements of this RFP, but in the

opinion of Vendor are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal. The executive summary should summarize background on the firm and its specific accomplishments in the MNS area. This shall include specific reference to providing quality software and subsequent support services.

Vendor should provide examples of past MNS implementations which were integrated with InfiniteCampus Student Information Systems and iVisions Staff Management System. Provide a brief description of the project and its location.

4.2.3 Table of Contents

Each submittal must be submitted with a table of contents that clearly identifies the location of each submittal item. The table of contents must also clearly identify and denote the location of all enclosures of the submittal. The table of contents must follow the RFP's structure as much as is practical.

4.2.4 Vendor Identifying Information

Each Vendor must provide the following identifying information using the form provided as Attachment C and any additional pages required for amplifying information.

1. Name and address of business entity submitting the submittal;
2. Name(s) of all principals;
3. Type of business entity (i.e., corporation, partnership);
4. How long in business under current name and previous names used by business;
5. Length of time it has been implementing MNS product;
6. State of incorporation or organization and principal place of business;
7. Confirmation that company is legally allowed to do business in the state of Colorado;
8. Vendor's Federal Employer Identification Number;
9. Main office and branch office locations, noting street address and city, state, and zip code. Name and location of major offices, plants, and other facilities that related to Vendor's performance under this RFP. P.O. Boxes will not be accepted;
10. Manpower breakdown - number of personnel by specialty, number of office workers, number of field supervisors, number of field workers, number of developers, number of sales and marketing;
11. Full name and business address for each subcontractor who will perform services on this project;
12. Vendor shall provide a Letter of Intent to Comply with the 9-R Insurance Requirements, listed in Attachment B;
13. Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Colorado during the previous three years, furnish details and outcome;

14. Statement of principals' ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.

This information must be provided for each subcontractor as a separate form (Attachment C).

4.2.5 Subcontractor Information

Submittals must identify any subcontractors, and outline the contractual relationship between Vendor and each subcontractor. Vendor will be the sole point of contract responsibility. 9-R will look solely to Vendor for performance of the contract. Vendor will indemnify and hold harmless 9-R from any claim asserted by or against Vendor or Vendor's subcontractors.

4.2.6 References

For MNS product, include the School System Name, Point of Contact Name, Phone, Email, Address, Number of Students, Date of Contract Signing and Date of Initial Implementation Contract Completion, and description of services provided for each of your references listed using the form provided as Attachment D, including the:

1. Last three implementations for this proposed product;
2. Last three implementations for school systems greater than 5,000 students using this product;
3. Three Colorado clients or, where no Colorado clients exist, list three geographically-closest clients to 9-R using this product.

9-R reserves the right to consider feedback from current or previous customers of the Vendor not provided by the Vendor as a Reference (Attachment D).

4.2.7 Price Proposal

This part details the submittal evaluation and selection process. Vendor must include in its cost proposal all travel and accommodation expenses associated with travel, and all other out-of-pocket expenses required to perform under this project as part of the overall non-recurring product costs. All such costs will be at the expense of Vendor.

The Price Proposal should:

- Outline methods or philosophy that will be utilized to control project costs. This should include specific cost control methods, automation techniques, and the expected use of staff and subcontractors.
- Include a fee structure utilizing the Price Proposal Cover Sheet.

The pricing specifications described on the Price Proposal Cover Sheet shall include a fixed price to complete the work described in this RFP, with the individual components of that price broken out in the following manner.

1. Product Costs – Including Non-Recurring Services, materials and equipment for the implementation of the MNS, Recurring costs such as licensing of the Vendor's system and any other licensing required to be contracted by 9-R
2. Maintenance Pricing
3. Warranty Pricing
4. Contracted and consulting services and expense costs
5. If pricing alternatives are proposed, include a separate Price Proposal Cover Sheet for each option.
6. All pricing provided should not include any reductions or discounts attributed to an E-Rate program.
7. If pricing is based on a per student basis, estimate extended pricing based on a population of 5,000 students.
8. Optional pricing for cloud-based, Vendor -hosted solutions may be provided, however 9-R does not expect to consider hosted solutions at this time.

4.2.7.1 Non-Recurring and Recurring Fees

The Proposal Price Sheet requests itemized non-recurring and recurring fees for the period of this contract. Vendors are advised that funding for these services is provided on an annual basis. Subsequent contract years, after the initial year shall be subject to appropriated school funding and satisfactory Vendor performance.

4.2.7.2 Warranty Pricing

Vendor shall warrant the proposed software, upgrades and customizations for a one-year period beginning from the date of final acceptance of the proposed software. During this warranty period all maintenance and support services described above shall be provided free of charge. Warranty period provided under Vendor's Responsibilities shall begin immediately following acceptance of the product and end one year later.

4.2.7.3 Maintenance Pricing

Maintenance fees, service and technical support shall comply with Section 3.12 and 3.13 of this proposal.

4.2.7.4 Prices and Alterations

Proposal prices must be typed or written in ink. Any price, rate, or payment changes must be initialed or the item will be disqualified, and the proposal rejected.

4.2.8 Financial Information – Upon Request by 9-R

Upon request by 9-R, the Vendor will be required to submit a statement regarding the financial stability of Vendor, including the ability of Vendor to perform the requisite services and additional services included in its response. If requested by 9-R, Vendor will be required to submit the most recent audited financial statement of the Vendor's organization, and other financial data requested or required within 24 hours after requested by 9-R, in an envelope labeled "Financial Statement and Data."

1. Financial Statement: Upon request by 9-R, the financial statement must be certified by the owner, partner, or officer of the firm, or by a certified public accountant.

Financial statements will not be required as part of the submittal, however, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

2. Other Financial Data: Upon request by 9-R, provide financial data that is specifically requested by the school system.

4.2.9 Intent to Sign 9-R Standard Contract

Vendor shall provide a Letter of Intent to Sign 9-R Standard Contract (Attachment A) or Detailed Description of exceptions, deviations or additions to the 9-R Standard Contract

5 GENERAL EVALUATION

5.1 EVALUATION OVERVIEW

The information of this section is advisory to supplement and clarify to other sections of this RFP. 9-R reserves the right to accept or reject any or all proposals, waive irregularities and technicalities, request resubmissions, and enter into negotiations with proposers as warranted. There is no obligation on the part of 9-R to award the contract to the firm proposing the lowest price. 9-R reserves the right to award the contract to the firm whose proposal is most advantageous to and in the best interest of 9-R. 9-R shall be the sole judge of which proposal is in its best interest.

5.2 BASIS FOR AWARD

9-R reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the 9-R or to make multiple awards in a primary or secondary manner depending on the capacity of the awarded Vendors to service the school system.

- A. Contract award will be made by 9-R based on consideration of all submitted information. 9-R hereby reserves the right to select the particular response to this Proposal, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth in this document.
- B. Additionally, 9-R hereby reserves the right to solicit best and final offers only from a short list of Vendors receiving the highest evaluated scores. If short listing occurs, Best and Final offers may be solicited from not less than two (2) of the highest evaluated scores.
- C. 9-R hereby reserves the right to make an award of the Proposal for all items, or any parts, thereof, to one or more Vendors, as set forth in detail under the information furnished in this document. 9-R further reserves the right to consider information other than price when evaluating Proposal responses.
- D. 9-R reserves the right to reject any or all proposal responses, to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any Proposal which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of 9-R.
- E. Vendors must submit prices for all line items on the Price Proposal Cover Sheet in order to be considered responsive.

- F. Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the Vendor making the submittal, and shall offer the most cost effective submittal for the desired services.
- G. 9-R reserves the right to require presentations and/or demonstrations for clarification purposes. Criteria shall include clarity of answers to questions asked by the Selection Committee, explanation of the methodology and generally pertinent information revealed, which would serve to distinguish an Vendor from the other Vendors. 9-R may as its sole option, elect not to request discussions with or presentations by Vendors.
- H. 9-R reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Selection Committee.
- I. 9-R will evaluate submittals on the basis set forth in this section. A contract may be awarded to the Vendor whose submittal best meets 9-R requirements and needs at the time of the award. The evaluation criteria below are set forth in their order of importance and are intended to be the basis by which each proposal shall be evaluated, measured and ranked. 9-R reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the said criteria and to each other.

5.3 PROPOSAL EVALUATION CRITERIA

Each proposal will be evaluated by the Selection Committee for key categories, including but not limited to:

Criteria	Weight (%)
Pricing (Implementation and Annual Recurring)	25
Technical Approach	25
Functional Evaluation Matrix	20
Qualifications of the Firm	15
Contractual Alignment	15

- a) Pricing (Implementation and Annual Recurring)
 - Pricing is evaluated to be thorough, accurate, and reasonable for the product proposed.
 - Financial Information provided indicates solid financial standing to implement contract and future support requirements.
 - Any associated software and peripherals, including external licenses, are stated and determined to be reasonable.
- b) Technical Approach and Evaluation Criteria Matrix

- Technical Approach most closely satisfies 9-R functional and technical requirements, project implementation schedule, implementation support and training throughout term of Contract.
 - Documentation, technical, marketing and training literature provided in the submission is available to support the product.
- c) Evaluation Criteria Matrix
- Evaluation Criteria Matrix submitted demonstrates the product proposed meets all or most of the requirements identified.
 - System reporting (“canned reports”) are extensive to support immediate use with minimal 9-R development effort.
 - User interface, as represented in screen shots submitted, is appealing and functional.
- d) Proposal Information and Qualifications of the Firm
- Executive Summary and Vendor Information displays a portfolio of previous experiences and demonstrates Vendor’s qualifications to complete the contract.
 - Proposal submitted is complete and compliant with the requirements of this RFP.
 - Proposal implements both MNS solution
 - References and information received from comparable current and previous MNS customers and related services with similar sized school systems confirm Vendor’s qualifications and level of product support.
 - Post-Implementation Maintenance and Technical Support are acceptable.
- e) Contractual Alignment
- Intent to Sign Standard 9-R Contract is signed, or
 - Detailed list of exceptions, deviations or additions to the 9-R Standard Contract provided is determined by 9-R to be uncomplicated and predictive of a prompt post-award contractual signing.

6 GENERAL PROVISIONS

Vendors are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline set on the invitation notice in this RFP for the submission of questions.

6.1 CANCELLATION OF THE RFP

9-R may cancel this RFP, in whole or in part, at any time before the opening.

6.2 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

6.3 CONTRACT AWARD

Any award to furnish services to Durango School District 9-R (referred to as "9-R") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

6.4 CONTRACT DOCUMENTS

Contract Documents consist of the Terms and Conditions of the Proposal, the Procurement Specifications, the General Provisions, and any applicable drawings and addenda issued.

All of these materials will be included in the contract which 9-R awards as a result of this solicitation and will be among the Contract documents. The Vendor, by submitting its Proposal, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

6.5 PURCHASE ORDER

Payments will be made contingent upon the satisfactory completion of the timeframes. 9-R may request additional information or clarification. The purchase order indicates that sufficient funds have been obligated.

The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

6.6 BILLING AND PAYMENT

The awarded Contractor shall submit invoices to Durango School District 9-R, 201 E. 12th Street, Durango, CO 81301, Attn: Public Information Office – Ms. Julie Popp.

6.7 PAYMENT

Subject to the performance of the work within the implementation schedule and its acceptance by the 9-R, successful Contractor may invoice the 9-R for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally quoted on the Price Proposal Form, attached hereto and made part hereof. In the event that successful Contractor is not in default of any of the contract terms and conditions, then 9-R shall cause said invoice to be paid timely.

9-R will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and subcontractor staff in the performance of work under the Contract.

6.8 PRICE ADJUSTMENTS

Durango School District 9-R will only consider adjustments after the initial contracted period is expired.

6.9 CONFLICT OF INTEREST

In submitting a submittal, an Vendor affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount,

trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Additionally, by submitting a submittal, the Contractor represents and warrants that if awarded the Contract, the review would not put the Contractor in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.

By submitting a response, the Contractor agrees that, if selected, the Contractor will be independent and not be unduly influenced by any group or individuals, public or private, to include the 9-R, Colorado State Department of Education, Colorado State Government, or any of its respective employees, members, or representatives.

Each Vendor must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between Vendor, its principal, or any affiliate or subcontractor, with 9-R or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between Vendor, the principals, or any affiliate or subcontractor, with any employee of 9-R or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with 9-R employees may be cause for contract termination. 9-R reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.

6.10 WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to submit a proposal on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

6.11 PUBLIC INFORMATION ACT NOTICE

Contractors should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by 9-R. Blanket requests for the entire submittal to be held confidential will not be accepted.

9-R shall determine, in their sole discretion, which (if any) portions of the Contractor's submittals shall be confidential.

6.12 INITIATION OF WORK

The Contractor shall not commence performance of the services until it receives a formal written notice to proceed from 9-R.

6.13 RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The

Contractor shall indemnify and save harmless 9-R, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys' fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

6.14 CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

9-R shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of 9-R.

6.15 DELAYS AND EXTENSIONS OF TIME

The Contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as 9-R may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

6.16 REMEDIES AND TERMINATION

6.16.1 Correction of Errors, Defects, and Omissions

The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to 9-R. The acceptance of the work set forth herein by 9-R shall not relieve the Contractor of the responsibility.

6.16.2 Set-Off

9-R may deduct from and set-off against any amounts due and payable to the Contractor any back- charges or damages sustained by 9-R by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory

manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and 9-R may affirmatively collect damages from the Contractor.

6.16.3 Termination

6.16.3.1 Termination for Default

Should Contractor fail to perform fully, faithfully and promptly any obligation owed to 9-R under the Contract, 9-R may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the Contract in its entirety by written notice to the Contractor.

The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at 9-R's option, become 9-R property. 9-R shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and 9-R can affirmatively collect damages.

Such termination, or failure to terminate, by 9-R shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which 9-R may have against Contractor. No failure of 9-R to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

6.16.3.2 Termination for Convenience

The performance of work under the Contract may be terminated by 9-R in accordance with this clause in whole, or from time to time in part, whenever 9-R shall determine that such termination is in the best interest of 9-R. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. 9-R will pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

6.16.4 Obligations of Contractor upon Termination

Upon notice of termination as provided in Section 6.16.3 above, the Contractor shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

2. Take such action as may be necessary to protect the property of 9-R, place no further orders or subcontract, assign to 9-R in the manner and to the extent directed by 9-R all of the right, title and if ordered by 9-R possession and interest of Contractor under the orders or subcontracts terminated.
3. Deliver to 9-R all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to 9-R. Title to such items shall be transferred to 9-R.

6.17 ASSIGNMENTS

The awarded Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by Durango School District 9-R. Unless the performance is expressly waived in writing by the 9-R, an assignment does not release the awarded Contractor from responsibility for performance of this contract.

6.18 EXAMINATION OF RECORDS

The Contractor agrees that the auditor of 9-R any of their duly authorized representatives shall, until expiration of five (5) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

6.19 DATA SECURITY AND PRIVACY See ATTACHMENT F.

6.20 NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Durango School District 9-R or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said 9-R, or any department, commission, agency or branch thereof.

6.21 CONTINGENT FEE PROHIBITION

The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach or violation of this warranty, 9-R shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

A. ATTACHMENT A: 9-R STANDARD CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this _____ Date, effective as of this date, by and between Durango School District 9-R (hereinafter referred to as the "9-R") and _____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to the mass notification system RFP from 9-R and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the 9-R desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by 9-R.

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

(1) The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal for Mass Notification System, 2019; and
_____(contractor name) proposal dated _____, 2018.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with the associated RFP, whose provisions for services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin upon award for a period of one year with four one-year renewals. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

1. The Contractor shall receive compensation within 30 days of invoice date.
2. Payment shall be made in accordance with the provisions set forth in this agreement.

ARTICLE V - INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

DURANGO SCHOOL DISTRICT 9-R

By: Dan Snowberger, Superintendent

Signature _____ Date _____

By: CONTRACTOR DESIGNEE

Signature _____ Date _____

B. ATTACHMENT B: INSURANCE REQUIREMENTS

I. General Insurance Requirements

1. The Contractor (Awarded Vendor) shall not commence services until the Contractor has obtained at the Contractor 's own expense all of the insurance as required hereunder and such insurance has been approved by Durango School District 9-R (Owner); nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required by the Subcontractor has been so obtained and approved by the Owner. Approval of insurance required of the Contractor will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.
2. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract.
3. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, worker's compensation, employers' liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Contractor herein unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.
4. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.
5. No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.
6. If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.
7. All required insurance coverage must be underwritten by insurers allowed to do business in the state of Colorado and acceptable to the Owner.
8. Any deductibles or retentions in excess of \$5,000 shall be disclosed by the Contractor, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor 's insurer(s) shall be the sole responsibility of the Contractor.
9. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Contractor in connection with this Contract shall belong to and be payable to the Owner.

10. If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

II. Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, or solely at the Owner's option, the Owner may self-insure the Owner's liability exposures.

C. ATTACHMENT C: OFFEROR IDENTIFYING INFORMATION

1. Prime Contractor's Name and Address	2. Names and Titles of All Principals:
3. Type of business entity (i.e. Corporation, Partnership):	5. Length of Time in Business with Products Similar to Proposed Product:

4a. Length of Time in Business Using Current Name:		6. State of Incorporation or organization and Principal Place of Business:	
4b. Previous Names Used by Business:		7. Legally allowed to do business in Colorado? Yes No	8. Federal Employer Identification Number:
9a. Main Office Location: <i>Street Address / City / State / Zip Code:</i>			
9b. Branch Office/ Major Office / Manufacturing Plant Location: <i>Street Address / City / State / Zip Code:</i>			
9c. Branch Office/ Major Office / Manufacturing Plant Location: <i>Street Address / City / State / Zip Code:</i> <i>(Continue on separate page if necessary for other facilities)</i>			
10. Manpower Breakdown: Enter type number of staff working on proposed product. Add additional rows as necessary.			
Job Type		# Staff	
Field Technicians		Technical Support Staff	
Developers		Project Management	
		Office Staff	
11. Full name and business address for each partner and subcontractor who will perform services on this project. Continue on separate sheet if necessary. <i>(Note: A Separate Vendor Information Form must be completed by each subcontractor)</i>			
11a. Subcontractor's Name and Address		11b. Subcontractor's Name and Address <i>(Continue on separate page if necessary for other Subcontractors)</i>	

On Separate Sheet, provide the following information:

- 12. Statement of ability to comply with the insurance requirements identified under Attachment B.
- 13. Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Colorado during the previous three years, furnish details and outcome.
- 14. Statement of principals' of ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.

Form Prepared by :

Signature:	Date:
Printed Name:	Title:

D. ATTACHMENT D: REFERENCES

1. Last three (3) implementations for this proposed product.

School System Name/ Location / Student #	Contact Information	Project Information
1a.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
	#Students:	Contact Email:
Description of Services:		
1b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
	#Students:	Contact Email:
Description of Services:		
1c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:

#Students:	Contact Email:	
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Description of Services:

2. Last three (3) Implementations for this proposed product for schools systems greater than 5,000 students.

School System Name/ Location / Student #	Contact Information	Project Information
---	---------------------	---------------------

2a.	Contact Name:	Date Contract Signed:
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Contact Phone:	Date Implementation Completed:
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#Students:	Contact Email:
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Description of Services:

2b.	Contact Name:	Date Contract Signed:
-----	---------------	-----------------------

Contact Phone:	Date Implementation Completed:
----------------	--------------------------------

#Students:	Contact Email:
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Description of Services:

2c.	Contact Name:	Date Contract Signed:
-----	---------------	-----------------------

Contact Phone:	Date Implementation Completed:
----------------	--------------------------------

#Students:	Contact Email:
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Description of Services:

3. Three (3) Colorado Clients or Three (3) Geographically Closest Clients to 9-R using this proposed product.

School System Name/ Location / Student #	Contact Information	Project Information
---	---------------------	---------------------

3a.	Contact Name:	Date Contract Signed:
-----	---------------	-----------------------

Contact Phone:	Date Implementation Completed:
----------------	--------------------------------

#Students:	Contact Email:	
Description of Services:		
3b.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		
3c.	Contact Name:	Date Contract Signed:
	Contact Phone:	Date Implementation Completed:
#Students:	Contact Email:	
Description of Services:		

E. ATTACHMENT F: PRICE PROPOSAL COVER SHEET

PRODUCT NAME / PRICING DESCRIPTION: _____

The following Pricing is submitted for the Vendor's Product:

Price Description	Non-Recurring	Recurring	5-Yr Extended Cost (2018-2018)
Product Costs			
• Licensing Price			
• Other Licensing Price			

Maintenance Cost			
Warranty Price			
Additional Costs* (Attach description)			
TOTAL*			
<i>Optional Pricing</i>	<i>Recurring</i>		
Post-Implementation Consultation and On-Site Support Pricing (Note # hours and period for pricing basis)			
• Project Manager			
• Senior Technical Staff			

(*Pricing may be estimated, or provided as a vendor quote or purchase order.) Multiple Options shall be noted on separate Pricing Sheets, if applicable.

ATTACHMENT F

DATA PRIVACY AND SECURITY REQUIREMENTS

9-R, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the Terms of Service (TOS) are hereby modified by this Amendment as they pertain to 9-R's use of the Company's Site and/or Services.

A. **Definition of "CLIENT Data":** CLIENT Data include all Personally Identifiable Information (PII) and other non-public information. CLIENT Data include, but are not limited to, student data, metadata, and user content.

B. **Data Collection and Use:** ENTITY will collect and use CLIENT Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

C. **Education Records:** If ENTITY will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the ENTITY acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement. ENTITY agrees to indemnify and hold harmless the Durango School District 9-R for any damages or costs, including

reasonable attorney's fees, which arise out of any gross negligence or willful misconduct by ENTITY, its agents and employees concerning its FERPA obligations under this section.

D. **Obligation of Confidentiality:** In performing services under this Agreement, ENTITY and CLIENT may be exposed to and will be required to use certain "Confidential Information", as defined below. ENTITY and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.

E. **Definition of Confidential Information:** "Confidential Information" means information, not generally known, and proprietary to the ENTITY or CLIENT or to a third party for whom the ENTITY or CLIENT is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the ENTITY or CLIENT. Confidential Information includes all information which ENTITY or CLIENT acquires or becomes acquainted with during the period of this Agreement, whether developed by ENTITY, CLIENT or others, which ENTITY or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual student and information within the definition of "Education Record." The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of CLIENT to ENTITY; (ii) all information provided by ENTITY to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.

F. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to ENTITY, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this

Agreement. Any such confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance subject to paragraph F.1 below.

1. Upon termination or completion of the Services hereunder, upon request of CLIENT, ENTITY will delete the CLIENT's Confidential Information as housed in the ENTITY production database(s), provided that ENTITY may maintain archival copies for audit purposes and dispute resolution purposes and ENTITY may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. ENTITY shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

G. **Data De-Identification:** ENTITY may use de-identified Data for product development, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, ENTITY agrees not to attempt to re-identify de-identified Data.

H. *Data Mining, Marketing and Advertising:* Except as indicated in Section G above, ENTITY is prohibited from mining CLIENT Data for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**

I. ***Modification of Terms of Service:*** ENTITY will not change how CLIENT Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the ENTITY. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.

J. ***Data Sharing:*** ENTITY will not share CLIENT data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the ENTITY, without prior specific and informed written consent of the CLIENT, except as required by law.

K. ***Data Storage:*** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.

L. ***Terms, Data Transfer, Survival and Destruction:*** The CLIENT may immediately terminate the Agreement if the CLIENT determines the ENTITY has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the ENTITY's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. ENTITY will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the ENTITY may have transferred Data, are destroyed.

M. ***Rights and License in and to Data:*** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the ENTITY (or subcontractors) for the CLIENT or from CLIENT- provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The ENTITY has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ENTITY any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade Data.

N. ***Access:*** Except as otherwise expressly prohibited by law, the ENTITY will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the ENTITY seeking CLIENT Data. If the CLIENT receives a similar request, the ENTITY will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.

O. ***Security Controls and Risk Management:*** ENTITY will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of PII and Confidential Information in a secure manner.

1. To comply with the safeguard obligations generally described above, ENTITY has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal

and external risks to the security, confidentiality, and integrity of CLIENT Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

2. ENTITY will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. ENTITY will also have a written incident response plan, to include prompt notification of 9-R in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

P. Data Breaches: ENTITY shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after ENTITY has either actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. ENTITY shall have actual or constructive knowledge of an Incident if ENTITY actually knows there has been an Incident or if ENTITY has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. ENTITY shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. ENTITY shall promptly take appropriate action to mitigate such risk or potential problem at ENTITY's expense. In the event of an Incident, ENTITY shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

Q. Employee and Subcontractor Qualifications: ENTITY shall ensure that its employees and all subcontractors who have potential access to CLIENT Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.

R. Governing Law: This agreement shall be governed by and construed in accordance with the laws of Colorado, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Colorado court.

S. Compliance: In addition to complying with FERPA and the Colorado Education Code cited above, the ENTITY shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).

T. Monitoring: The ENTITY agrees to allow the 9-R the ability to audit the ENTITY's use of 9-R data to ensure compliance with the terms of this agreement.

U. Indemnification: ENTITY agrees to indemnify and hold harmless 9-R, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and

attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement, including those set forth in paragraph R above. The indemnities set forth herein will survive the expiration or termination of this Agreement.

9-R agrees to indemnify and hold harmless ENTITY, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of 9-R or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement. The indemnities set forth herein will survive the expiration or termination of this Agreement.