

# REQUEST FOR PROPOSAL



[RFP#20212812-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT]

**WARNING:** Read this document carefully.

*Do not assume that it is the same as other similar posted documents you may have seen from the Dubuque Community School District.*

## 1.0 Intent.

The Dubuque Community School District (hereafter referred to as “**District**”) is seeking sealed quotation proposals from qualified Bidders to provide a new 36-month Microsoft Enrollment for Education Services (EES) agreement and other associated licensing.

## 1.1 District Profile.

The District reorganized in the early 1960's with the surrounding rural area and now serves a population of over 70,000. The geographical area the District serves is over 245 square miles. The District operates thirteen elementary schools, three middle schools, two high schools and an alternative learning center.

The District has a current enrollment of approximately 10,120 students, as reported in the district’s certified enrollment to the Iowa Department of Education in the fall of 2021.

## 1.2 Specifications and Quantities Products and/or Services.

Bidder must provide prices for the following products:

Mfg. Part Number	Product Description
AAD-38400	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User
AAD-38405	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User STUUseBnft
M6K-00001	Microsoft®O365EDUA1 ShrdSvr AllLng MonthlySubscriptions-VolumeLicense MVL 1License PerUsr
W76-00001	Microsoft® Defender for O365 Plan 1 Edu Monthly Subscriptions-Volume License 1 License Per User
3R3-00001	Microsoft®AzureActiveDirectoryPremP1A ShrdSvr AllLng MonthlySubscriptions- VolumeLicense MVL 1License PerUsr
D87-01057	Microsoft®Visio®Professional AllLng License/SoftwareAssurancePack MVL 1License

6VC-01251	Microsoft®WinRmtDsktpSvcCAL AllLng License/SoftwareAssurancePack MVL 1License DvcCAL
9EM-00265	Microsoft®WindowsServerSTDCORE AllLng License/SoftwareAssurancePack MVL 16Licenses CoreLic
9EA-00271	Microsoft®WindowsServerDCCore AllLng License/SoftwareAssurancePack MVL 16Licenses CoreLic
7JQ-00341	Microsoft®SQLSvrEnterpriseCore AllLng License/SoftwareAssurancePack MVL 2Licenses CoreLic
9EP-00201	Microsoft®SysCtrDataCenterCore AllLng License/SoftwareAssurancePack MVL 16Licenses CoreLic

*See the Product Specifications & Quantity Page (Attachment “A”) describing the product or service being solicited.*

Under Microsoft’s Enrollment of Education Services (EES) new simplified Education Qualified Users employee count definitions, the district has **1,815** employees comprised of, but not limited to, administrators, faculty, clerical, para-professionals, and other staff who would meet Microsoft’s definition of a **knowledge worker**.

Again, under Microsoft’s Enrollment of Education Services (EES) new simplified definitions, the district has **700** employees comprised of, but not limited to, bus attendants, bus drivers, coaches, custodians, food service, maintenance, substitutes, and other staff who would meet Microsoft’s definition of a **light user worker**.

Additionally, the District has a current enrollment of approximately **10,120 students**, as reported in the district’s certified enrollment to the Iowa Department of Education in the fall of 2021.

The District desires to receive quotes on three (3) year Microsoft EES agreement extensions. This Microsoft EES agreement will be considered a new agreement and will reference the current expiring agreement to ensure no coverage lapse. The district desires to pay annually on the anniversary dates of the agreement extensions during the three-year term.

All quantities solicited in this request for proposal is a minimum; however, the District reserves the right to increase or decrease the quantities that is most beneficial to the interests of the District.

### **1.3 Pricing.**

The proposal must be completed using the district-supplied **Pricing Page (Attachment “B”)**. Use of an alternate proposal form, i.e. company quotation form or alteration of the district’s form may result in disqualification of the respondent’s proposal. An official company quotation form

can be provided a supplemental document to the district-supplied Pricing Page but it may not supplant it.

This Pricing Page is to be included with the Bidder's quote. The Pricing Page must show unit pricing, extended pricing and a grand total. When there is a discrepancy of the extended or grand totals, the unit price will prevail.

Bidders will neither include Federal, State nor applicable local excise or sales taxes in proposed prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided to the Bidder where applicable upon request.

#### **1.4 Bidder Requirements.**

- a) The price submitted by the Bidder shall include all handling, freight and transportation fees associated with any orders.
- b) Bidder must submit all applicable warranties with the proposal.
- c) Pricing must remain secure for a period of no less than **90** days; however, the Bidder may offer any manufacturer pricing reductions from this fixed price to the District at any time during the contractual term.
- d) Do not include extraneous materials with the proposal. Only materials requested by this RFP are to be included in the proposal package.
- e) All the part numbers or descriptions and quantities in the quote must remain the same.
- f) The District reserves the right to increase or decrease the quantities within the **90**-day period of the proposal without any increase in price per unit.
- g) The District reserves the right to order only specific part numbers from this RFP to suit the needs of the District.
- h) Bidder must ensure all invoices and other deliverables are received by the District before **February 30, 2022**.
- i) Bidder must state assurance to ensure no lapse of coverage with the District's current and proposed Microsoft EES agreement.
- j) Bidder must be a licensed Microsoft reseller.
- k) It is the responsibility of the Bidder to ensure that all addendums are included in the proposal submission. Failure to include addendums could result in the proposal declared unresponsive.
- l) All RFPs must be signed, with the firm named as indicated. An authorized agent of the company making the proposal must sign all proposals. Obligations assumed by such signature must be fulfilled.
- m) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions or required services, of this request; no matter how slight.

- n) The accuracy of the proposal is the sole responsibility of the respondent. Bidder will not be allowed to make changes to their submission after the date and time of the request opening due to error by the Bidder.
- o) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Dubuque County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
- p) If necessary, the Bidder shall supply a certificate of insurance evidencing such required insurance coverage prior to commencement of the contract. ***Refer to Insurance Requirements Page (Attachment "C").***
- q) If necessary, the successful Bidder will undergo background checks for any, and all, employees who require physical access to any of the District's locations. These background checks will be at the expense of the bidder. ***Refer to Non-Discriminatory Employment Page (Attachment "D").***
- r) Vendor is required to complete the ***Acknowledgement of Request for Proposal Form (Attachment "F").***

**1.5 Unspecified Value Add Offerings.**

List any items or services, as an attachment(s), you are offering in addition to those required by the attached specifications, offered as part of your proposal and included in your proposal pricing, if any.

**1.6 Responses.**

Responses should be received by the District for time and date stamping **before 12:00 PM CST on January 31, 2022**. One original proposal, one copy, and one digital copy (PDF format on a flash drive) of the RFP must be submitted in a sealed envelope to:

Dubuque Community School District  
c/o: Sarah Pfab  
 2300 Chaney Rd.  
 Dubuque, IA 52001

The outside of the envelope must be clearly marked with **"RFP-Microsoft EES Agreement."**

Hard copies of the bid should be held together in a manner that can be easily taken apart.

Bidders are cautioned to write all descriptions and prices clearly, so there is no doubt as to the intent and scope of the proposal. In the event of price discrepancy, unit price will prevail. All itemized costs must be included in the grand total.

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-

responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

If necessary, regarding the use of subcontractors/partners for this proposal and/or project, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the District will contract solely with the Bidder, therefore subcontractors/partners remain the bidder's sole responsibility.

All questions relating to the aspects of this RFP should be directed to Coby Culbertson, 2300 Chaney Rd., Dubuque, IA 52001 or you could email the questions to [cculbertson@dbqschools.org](mailto:cculbertson@dbqschools.org).

**1.7 Schedule of Payment.**

All payments for the District need to be approved by the District's Board of Education; approval usually occurs thirty (30) days after the invoice(s) from the Bidder is received. Depending on when the invoice(s) is received, or the scheduling of the regular board meeting, it could take up to sixty (60) days for payment to be issued once approved by the District Board of Education.

The District may plan to pay the Bidder using a procurement or virtual credit card, electronic funds transfer, or by issuing a purchase order and the District recommends that the Bidder accept one of these forms of payment.

**1.8 Indemnification.**

The Bidder agrees that it will protect, defend, indemnify and hold harmless the District, its officers, directors, employees, agents and representatives and each of them against all loss, demand, claim and expense (including reasonable attorney fees and expenses, whether or not suit is filed) incurred due to loss of or damage to tangible or intangible property (including, without limitation, electronically stored data) or injury to or death of any person arising from or relating to the materials, goods or services furnished or performed by the Bidder in its performance of the Contract, except to the extent such loss, damage, injury or death was caused by gross negligence or willful misconduct of the party otherwise to be protected, defended, indemnified or held harmless.

**1.9 Right of Removal.**

The District shall have the right to require the removal of any employee, agent, representative or contractor of the Bidder from premises of the District or performance of the Contract, immediately or upon such notice as the District, in its sole discretion, deems reasonable, if in the sole judgment of the District the conduct of or performance by such individual poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District.

## **2.0 Right of Termination.**

The District shall have the right to terminate the Contract if the Bidder fails to cure any default within 30 days after written notice of default, and provided, further, that the District may terminate the Contract immediately, without prior notice, if in the sole judgment of the District the continued performance of the Contract poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District. If the District terminates the Contract according to this Section 3, it shall give prompt written notice of termination to the Bidder.

## **2.1 Express Warranty.**

The Bidder shall warrant and represent that all goods, equipment, software, and materials furnished by the Bidder in performance of the Contract shall be reasonably fit for the ordinary purposes thereof, shall be free from known defect in finish, condition, or function, and shall perform substantially as described in any literature, manual or other documentation furnished in connection therewith, and that all services to be performed by Bidder shall be rendered in a good and workmanlike manner.

## **2.2 Limitation of Action or Venue.**

There shall be no provision of the Contract requiring arbitration or mediation, barring legal action by the District, or limiting the time period within which action may be brought by the District to a period shorter than the time provided by the applicable statute of limitations according to the Code of Iowa. There shall be no provision requiring action in any venue or jurisdiction other than the Iowa District Court in and for Dubuque County or the United States District Court for the Northern District of Iowa.

## **2.3 Conflicts of Interest.**

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

## **2.4 Proposals.**

The District reserves the right to waive any irregularities, reject any or all proposals, and modify or negotiate all proposals received in conjunction with this Request for Proposal, and to enter into such contract or contracts as shall be deemed in the best interests of the District.

The District reserves the right to reject proposals or parts thereof for the following reasons:

- a. The Bidder misstates or conceals any material fact in their submission.
- b. The Bidder's submission does not strictly conform to the law or requirements of the request.
- c. The proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the proposal in conjunction with the Scope of Products and/or Services.
- d. The proposal has not been properly executed by signature of an authorized representative of the respondent.

A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the request is opened.

The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria, ***Refer to Evaluation Criteria Matrix Page (Attachment "E")*** as defined by the District. The District is not required to award the lowest cost proposal.

The District reserves the right to:

- a) Reject any, and all, proposals submitted by prospective Bidders.
- b) Re-advertise this solicitation
- c) Hold open or closed bid openings
- d) Postpone or cancel the process for this solicitation
- e) Determine the criteria and process whereby proposals are evaluated and awarded.
- f) Rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness.
- g) Reserves the right to perform the installation of the equipment itself or through a subcontracted firm.

If, because of this request for proposal, district personnel recommend to the District's Board of Education the Bidder be awarded the bid/contract and is approved; the Bidder understands, and acknowledges the following:

- This acceptance of a proposal is predicated on the total dollar amount to complete the product and/or services solicited by this RFP and the District's ability to secure adequate funding.
- In the event, adequate funding is not available regardless of funding source (e.g. grants, district allocations, eRate, etc.); the District will not authorize the purchase or award a contract. If funding is available, the Board of Education for the District

shall award a bid/contract to the proposed Bidder.

- If the Board of Education does not approve the appropriation of funds, the District shall a) suspend the purchase or contract until funds are available and approved by the Board of Education or b) terminate the purchase or contract for lack of funding.

## **2.5 Disclosure of Information Content.**

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Bidder as public information. Iowa Code chapter 22 governs the District's release of information. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a response. Bidders are advised that the District does not wish to receive confidential or proprietary information and Bidders are not to supply such information except when it is necessary. ***Pricing information cannot be considered confidential information.*** Finally, identification of the entire submission as confidential will be deemed non-responsive and disqualify the Bidder's submission.

## **2.6 Disposition of Information Packages.**

All response become the property of the District and will not be returned to the Proposer at the conclusion of the selection process; the contents of all responses will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.

## **2.7 Audit or Examination of Bid or Contract.**

Bidder agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Bidder relating to the orders, invoices, or payment of this contract.

## **2.8 Copyrights and Intellectual Property.**

By submitting a response, the Bidder agrees that the District may copy the submission for purposes of facilitating the evaluation of the submission or to respond to requests for public records. The Bidder consents to such copying by submitting a response and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the response.

## **2.9 Release of Claims.**

By submitting a response, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Bidder with pertinent information as intended by this request.

### **3.0 Time is of the Essence.**

If awarded, it is to be understood that time is of the essence and that the Bidder will be required to perform work within the allowable time set forth as mutually agreed upon. The District and the Bidder shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule.

### **3.1 Right to Accept and Reject Proposals.**

This Request for Proposal in no manner obligates the District to an eventual contract for any items described, implied, or which may be proposed, until confirmed by written agreement (and approved by the Board of Education, if necessary) and may be terminated by the District without penalty or obligation at any time prior to the signing of a contract by all parties.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist because of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder.

Additionally, this solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.

## Attachment “A” | Product(s) Specifications & Quantity Page

RFP#20212812-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT

<u>Mfg. Part Number</u>	<u>Product Description</u>	<u>Quantity</u>
AAD-38400	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User	1,815
AAD-38405	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User STUUseBnft	10,120
M6K-00001	Microsoft®O365EDUA1 ShrdSvr AllNg MonthlySubscriptions-VolumeLicense MVL 1License PerUsr	700
W76-00001	Microsoft® Defender for O365 Plan 1 Edu Monthly Subscriptions-Volume License 1 License Per User	700
3R3-00001	Microsoft®AzureActiveDirectoryPremP1A ShrdSvr AllNg MonthlySubscriptions-VolumeLicense MVL 1License PerUsr	700
D87-01057	Microsoft®Visio®Professional AllNg License/SoftwareAssurancePack MVL 1License	15
6VC-01251	Microsoft®WinRmtDsktpSvcsCAL AllNg License/SoftwareAssurancePack MVL 1License DvcCAL	2
9EM-00265	Microsoft®WindowsServerSTDCORE AllNg License/SoftwareAssurancePack MVL 16Licenses CoreLic	250
9EA-00271	Microsoft®WindowsServerDCCore AllNg License/SoftwareAssurancePack MVL 16Licenses CoreLic	9
7JQ-00341	Microsoft®SQLSvrEnterpriseCore AllNg License/SoftwareAssurancePack MVL 2Licenses CoreLic	12
9EP-00201	Microsoft®SysCtrDataCenterCore AllNg License/SoftwareAssurancePack MVL 16Licenses CoreLic	8
AAD-38400	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User	4

# Attachment “B” | Pricing Page

## RFP#20212812-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT

Bidder is required to complete this Attachment “B” - Pricing Page as part of the quote. This pricing page **must** be completed and attached to the Bidder’s quote.

Prospective Bidder may request an electronic version of this page to aid in the completion of finalizing their proposal. For an electronic version, please e-mail [cculbertson@dbqschools.org](mailto:cculbertson@dbqschools.org) to receive a copy of this page in Microsoft Word format.

***Failure to comply with the instructions for this pricing page may deem the Bidder’s response non-compliant.***

<b>Bidder Name:</b>	
<b>Bidder Contact Person:</b>	
<b>Bidder Address:</b>	
<b>Bidder Phone:</b>	
<b>Bidder Fax:</b>	
<b>Bidder E-mail:</b>	

### Equipment/Solution Breakdown

Part Number	Product Description	Qty:	Unit Cost:	Extended Cost:
AAAD-38400	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User	1,815		
AAAD-38405	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User STUUseBnft	10,120		
M6K-00001	Microsoft®O365EDUA1 ShrdSvr AllLng MonthlySubscriptions-VolumeLicense MVL 1License PerUsr	700		
W76-00001	Microsoft® Defender for O365 Plan 1 Edu Monthly Subscriptions-Volume License 1 License Per User	700		
3R3-00001	Microsoft®AzureActiveDirectoryPremP1A ShrdSvr AllLng MonthlySubscriptions-VolumeLicense MVL 1License PerUsr	700		
D87-01057	Microsoft®Visio®Professional AllLng License/SoftwareAssurancePack MVL 1License	15		
6VC-01251	Microsoft®WinRmtDsktpSvcCAL AllLng License/SoftwareAssurancePack MVL 1License DvcCAL	2		
9EM-00265	Microsoft®WindowsServerSTDCORE AllLng License/SoftwareAssurancePack MVL 16Licenses CoreLic	250		
9EA-00271	Microsoft®WindowsServerDCCore AllLng License/SoftwareAssurancePack MVL 16Licenses CoreLic	9		
7JQ-00341	Microsoft®SQLSvrEnterpriseCore AllLng License/SoftwareAssurancePack MVL 2Licenses CoreLic	12		
9EP-00201	Microsoft®SysCtrDataCenterCore AllLng License/SoftwareAssurancePack MVL 16Licenses CoreLic	8		
AAAD-38400	Microsoft® M365 EDU A5 Unified Shared ALNG MonthlySub MVL Per User	4		
<b>Grand Total:</b>				

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

# Attachment “C” | Insurance Requirements Page

## RFP#20212812-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT

### BIDDER'S LIABILITY INSURANCE

Insurance must be written through insurance companies having an A.M. Best's Key Rating of A- or better, approved to do business in Iowa and acceptable to the District.

The Bidder's insurance requirements referred to in the first sentence shall not be less than the following:

1. All insurance policies required hereunder shall be written with an insurer authorized to do business in the State of Iowa. Insurers shall have an A.M. Best rating no less than “A-”, (Excellent).
2. All insurance policies required hereunder shall be endorsed to provide the District written notification of at least thirty (30) days prior to cancellation or non-renewal, ten (10) days notification for nonpayment of premium.
3. Bidder shall furnish Certificates of Insurance to the District indicating the insurance requirements set forth in this agreement have been met. Such certificates shall include copies of any policy forms and endorsements that are equivalent to those specifically required. Bidder shall be responsible to ensure all its subcontractors and sub-subcontractors performing work or services meet the insurance requirements for their respective trade.
4. Each Certificate of Insurance shall be submitted to the District Business Office with proposal.
5. At its discretion and on a case by case basis, the District reserves the right to increase or decrease limits, and add or waive insurance coverage and requirements.
6. Failure to provide evidence of minimum limits and coverage or procure required insurance shall not be deemed a waiver of these requirements by the District. Failure to obtain or maintain the insurance requirements shall be considered a material breach of this agreement.
7. The District will have in place Builders Risk insurance on new building projects that exceed \$10,000 in value, including coverage for materials temporarily stored off site and in transit. Builders Risk insurance will include the interest of the Bidder and its subcontractors, except for any deductible, not to exceed \$10,000. Bidder and its subcontractor shall be responsible for insuring its own equipment and property.

<b>Business Auto</b>	\$1,000,000	Combined Single Limit
		or
	\$500,000	Bodily Injury Each Person
	\$500,000	Bodily Injury Each Accident
	\$500,000	Property Damage

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

1. Policy shall include Symbol 1 (Any Auto).

2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the District.
3. Include ISO endorsement CA 99 48, Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the Bidder has vehicles that transport fuel onto the District property.

<b>Commercial General Liability</b>	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$2,000,000	Products & Completed Operations Aggregate
	\$1,000,000	Personal & Advertising Injury
	\$100,000	Fire Legal Liability
	\$5,000	Medical Payments (Each Person)

Commercial General Liability policy shall be written on an occurrence form using ISO occurrence form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

1. ISO endorsement CG 20 10 or equivalent endorsement naming the District, its board members, employees and agents as an additional insured.
2. Endorsement indicating additional insured status for the District, its board members, employees and agents is primary and non-contributory.
3. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the District.
4. Governmental Immunities Endorsement (see the included).

**Workers Compensation and Employers Liability**

Workers Compensation – Statutory – State of Iowa

\$500,000	Bodily Injury Accident – Each Accident
\$500,000	Bodily Injury Disease – Policy Limit
\$500,000	Bodily Injury Disease – Each Employee

Workers Compensation shall include the following endorsements: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the the District.

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

<b>Umbrella or Excess Liability</b>	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate

Umbrella or Excess liability policy shall provide excess coverage and be at least as broad in coverage as the following required policies and endorsements:

Commercial General Liability, Business Auto and Employer’s Liability.

Workers Compensation:

- 1) Bidder and Subcontractor shall endorse the policy with form WC 0003 13 or equivalent endorsement, “Waiver of Our Right to Recover from Others”, in favor of Architect and Owner.
- 2) Sole Proprietors, Partners and Members must be included for coverage, and Executive Officers and other Owners may not be excluded from coverage.

Umbrella:

- 1) Umbrella may be excess, but shall provide coverage at least as broad as contained in the required Business Auto Liability, Commercial General Liability and Employers Liability policies.

Upon request of the District, the Bidder and Subcontractor will provide copies of required policies and endorsements.

Certificate of insurance must show all required policies with limits not less than the minimum limits indicated. Bidder and Subcontractor shall submit a certificate of insurance indicating the Owner as Certificate Holder. Copies of all required endorsements (or equivalents) must be attached to the certificate of insurance.

Certificate shall include the following wording under the “Description of Operations / Locations / Special Provision”: “Certificate Holder is included as an additional insured under the Commercial General Liability on a primary and non-contributory basis using form CG 2010 (11/85) or equivalent. Workers Compensation and Commercial General Liability policies include a waiver of subrogation in favor of the Certificate Holder.

The establishment of minimum limits of insurance by the Dubuque Community School District does not reduce or limit the liability or responsibilities of the Bidder.

**DUBUQUE COMMUNITY SCHOOL DISTRICT  
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# Attachment “D” | Non-Discriminatory Employment Page

## RFP#20212812-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT

### EQUAL OPPORTUNITY

The Bidder and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Bidder shall take affirmative action to insure that applicants are employed, and that employees are treated equally during employment without regard to their race, religion, color, sex, national origin, or age. Actions include, but are not limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post notices setting forth the policies of non-discrimination in conspicuous places, available to employees and applicants for employment.

The Bidder and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

The Dubuque Community School District School Board Policy #1001:

Discrimination and Harassment Not Tolerated: Any form of discrimination or harassment can be devastating to an individual, social relationships and sense of self-worth. Therefore, the District will not tolerate discrimination or harassment on the basis of a person’s protected status, such as age, color, creed, disability, gender, marital status, national origin, physical attributes, race, religion, sexual orientation, or socioeconomic status.

Sex Offender Registry:

All references to the “Sex Offender Registry” or “Registry” shall mean the registry described in Iowa Code Chapter 692A (2007) or similar registry in the state where an employee of a Bidder or Subcontractor resides.

Bidder agrees and warrants to the District (District) that Bidder will not employ, utilize or otherwise permit any employee of Bidder or a Subcontractor or agent who is currently listed on a Registry to perform any work on property owned by or leased to the District.

Bidder agrees to perform a diligent and thorough search of the Registry of the state of residence of an employee to determine if the employee, Subcontractor or agent is listed on the Registry. Bidder agrees that the search of the Registry will be conducted prior to commencing work on any project of the District.

The Bidder shall incorporate in each subcontract language substantially similar to the above language and will prohibit any employee of a Subcontractor to perform work on District property if the employee is listed on a Registry.

The Bidder agrees for itself and for each Subcontractor to hold harmless and indemnify the District (its director and employees) for the actions of any employee hired by a Bidder or Subcontractor to work on District property who is listed on a Registry and who causes harm to any person on School District property.

The District requires all the names of all subcontractors known, or contemplated, shall be listed. The District must approve all subcontracts and the Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.

## Attachment “E” | Evaluation Criteria Matrix

### RFP#03012019-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT

Evaluation of responses to a request for proposal a 50-point rating system based on the cost of the eligible products or services (which is weighted the most heavily) and other qualifying factors.

The techniques used to evaluate these are described below:

Criteria: **Price of the eligible products and services**  
*Most heavily weighted factor*

Evaluation Value: 25 points

Evaluation Technique: For each proposal evaluated

$$\text{Cost Score} = \left[ \frac{\text{Lowest cost of all bids received}}{\text{Bid cost for this firm}} \right] \times 25$$

<u>Other Qualification Factors</u>	<u>Possible Points</u>
1. Completeness and adherence to the format of the bid solicitation by prospective bidder.	0-5
2. The District’s prior experience with prospective bidder.	0-5
3. Prospective bidder will work to ensure no lapse of coverage with the District’s current and proposed Microsoft EES agreement.  <b><i>Bidder must state assurance with this in their bid response.</i></b>	0-10
4. Prospective bidder is a licensed Microsoft reseller.  <b><i>Bidder must state compliance with this in their bid response.</i></b>	0-5

The maximum score is for other qualification factors is 25 points.

# Attachment “F” | Acknowledgement of Request for Proposal Form

## RFP#20212812-MICROSOFT ENROLLMENT FOR EDUCATION SERVICES (EES) AGREEMENT

By submitting a Proposal/Response, the Bidder, on behalf of itself and its Partners and/or Subcontractors acknowledges and agrees that:

**BIDDER AUTHORIZATION:** The signatories are authorized by the Bidder to make representations for the Bidder and to obligate the Bidder to perform the commitments contained in its proposal/response.

**ACCEPTANCE:** Submission of any Proposal/Response indicates a Bidder’s acceptance of the conditions contained in this Request for Proposal. The District may discontinue its selection, contract negotiations, or contract award processes with any Bidder if it is determined that the Bidder has not accepted the conditions contained in this Request for Proposal.

Each Bidder, as part of its Response, must submit this document signed by a representative(s) authorized by the Bidder to make representations for the Bidder and to obligate the Bidder to acknowledge and accept the conditions contained in its Response.

Acknowledged and Agreed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date