



REQUEST FOR PROPOSAL

Endpoint and Server Antivirus

REQUEST FOR PROPOSAL DATE: March 24th, 2025
PROPOSALS DUE NLT: May 2nd, 2025
RFP # 04-2025

1. General Information:

- A. Overview:** The Pueblo City-County Library District, herein after (“PCCLD”) issues this Request for Proposal (“RFP”) for 400 end device antivirus licenses as well as 40 server licenses, and services as described in the Scope of Work Section 8.

The district intends to apply for discounts on the Scope of Work listed in this RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as “E-rate” but may also use budgeted operating funds for procurement. Several criteria and restrictions pertinent to the E-rate program are included herein Section 10 (E-Rate Requirements) and must be met by the successful vendor in order for the proposal to be considered a Qualified Proposal.

B. RFP Schedule:

RFP Issued:	March 24 th , 2025
Questions Due by 3:00 pm:	April 18 th , 2025
Proposals due by 3:00 pm:	May 2 nd , 2025
Anticipated Contract Award Date:	May 30 th , 2025
Anticipated Order:	Per E-rate program award specifications

- C. RFP Submittal:** Proposals are to be emailed, the subject line should identify the RFP number and title, with all attachments, **no later than 3:00 pm local time on May 2nd, 2025 to:**

Bri Reyes, CFO
Pueblo City-County Library District
Email: Bri.Reyes@pueblolibrary.org

Each complete submission is to include a signed proposal in a digital version. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered after the above required date and time will be received, but will not be considered and will be rejected for lateness.

- D.** All proposals submitted will become property of the PCCLD and will be considered a public document under applicable Colorado State law.
- E. Points of Contact:** Questions and requests for clarification regarding this RFP are to be submitted via email, clearly identified with the RFP number and RFP title plus the word “Questions” or “Clarifications” in the email subject field, with all attachments must be received **no later than 3:00 pm local time on April 18th, 2025 to:**

Pueblo City-County Library District
ATTN: Thomas Defrates, Director of IT
Email: Thomas.Defrates@pueblolibrary.org

Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words “question” and/or “clarification” are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails, and may not get properly addressed.

All questions and requests for clarification will be responded to on PCCLD’s web site <http://www.pueblolibrary.org/about/requests> (click on request for bids) to **all** respondents by April 25th, 2025. Any responses by the PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

2. General Terms & Conditions:

- A. Interested Parties:** All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- B. Tax Exemption:** PCCLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the contract award, an exemption certificate will be furnished by PCCLD if the vendor requests.
- C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by vendors in the preparation and submission of proposals in response to this invitation.
- D. Non-Discrimination:** The vendor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- E. Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful vendor and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.

F. Confidentiality: Proposal submitted to PCCLD for consideration shall be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.

G. Termination of Contract: PCCLD may, by written notice to the successful vendor, terminate the contract if the vendor has failed to perform its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or RFP. The date of termination shall be stated in the notice. PCCLD may cancel the contract upon thirty days written notice for any reason other than cause. This may include, but is not limited to PCCLD's inability to continue with the contract due to the elimination or reduction in funding.

H. Non-Appropriation: PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded contract, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year of the PCCLD funds might not be available. PCCLD shall have the right to cancel any awarded contract at the end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise vendor of its intention to cancel the awarded contract due to lack of funds on or before the end of any such calendar year and submit therewith to vendor satisfactory evidence showing PCCLD's inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any awarded contract. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.

a. Contracts must include the above Non-Appropriation statement as a provision in contract.

I. Confidentiality of Information: The vendor acknowledges that the vendor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to PCCLD and which information is the exclusive property of PCCLD, including, but not limited to: Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PCCLD's business.

3. Proposal Preparation:

A. Exceptions and Deviations: Any exceptions to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the vendor.

B. Substantive Proposals: By submitting a proposal, the vendor guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other vendor or over PCCLD.

C. Minimum Qualifications: To be considered for selection, vendors must meet at least the following minimum qualifications:

(1) **Established Business.** Vendor must have been engaged as a place of business 3 years prior to the release date of this RFP.

(2) **Customer Satisfaction, Financial Resources and Ability to Perform.** Vendor must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP.

(3) **Legal Compliance.** Vendor must follow all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.

(4) **Insurance:**

The vendor shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The vendor will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with the Library by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the vendor to obtain such insurance and liabilities prior to, and during the term of the contract, will constitute a breach of contract in which the Library has the right and may immediately terminate the signed agreement. The Library reserves the right to request and receive a copy of any policy related to services provided to the Library.

(a) *Commercial General Liability:* The vendor shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the vendor with respect to all work performed by vendor and its third-party vendors under the contract, to be written on a comprehensive policy form. This insurance shall be

written in amounts not less than \$1 million for each occurrence and aggregate for personal injury including death and bodily injury and \$1 million for each occurrence and aggregate for property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage's, as well as Owners' and vendors' Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by vendor under the provisions of the contract and "Completed Operations and Projects Liability" coverage.

- (b) *Workers Compensation Insurance:* The vendor shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the Worker's Compensation Act of the State of Colorado, during the period of this contract and for such additional time as work on this project is being performed

D. Submission Information and Documents: The following information and documents shall be included in the proposal submission:

- (a) Name of company, address, telephone number, email address, website URL, and contact person's name.
- (b) Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.
- (c) Key Personnel: PCCLD prefers a single account relationship manager. In the vendor's proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of personnel. The vendor must establish one person to serve as project manager and liaison to the PCCLD project manager. PCCLD looks to the vendor to inform the needs of the project, maintain a cohesive schedule, and coordinate, oversee and manage work produced. Therefore, the vendor must establish a work schedule for all parties to ensure timely completion of the project. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved schedule.
- (d) Competitive Position: Describe what differentiates the vendor's service from that of other competitors. Include in the discussion how the vendor

keeps abreast of current and future trends. Discuss the vendor's approach to communication.

- (e) **Customer References:** Provide references from at least three (3) customers to which the vendor has provided the services required under this RFP. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number and address of reference.
- (f) Describe your qualifications and experience in providing similar devices, products, and services.
- (g) Describe your company's approach to providing services to PCCLD as described in the "Scope of Work" and elsewhere in this RFP.
- (h) Provide a sample engagement document to include costs to PCCLD for the Services as proposed:
 - i. Costs must be detailed by type of device, estimation of order and delivery timeline, and support.

E. Signatures: The proposal must be submitted in ink, signed by an officer or person qualified to bind the proposing company.

F. Withdrawal of Proposal: A Vendor may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no vendor may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

4. Selection:

A. Vendor Selection: No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum vendor qualifications as outlined in this RFP. The proposals will be ranked, based on total cost and the ability of the proposing vendor to provide the required services effectively. The library will choose the lowest cost, best value proposal. The library reserves the right to choose a proposal that is not the lowest cost option if it deems a proposal to provide the best value for the library district. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

B. Right of Acceptance and Rejection: PCCLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD will select the proposal that represents the best value for PCCLD. PCCLD is not

bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.

C. Negotiation: Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with vendors. PCCLD reserves the right to negotiate modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.

- 5. Key Personnel:** PCCLD prefers a single account relationship manager. In the vendor's proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of personnel. The vendor must establish one person to serve as project manager and liaison to the PCCLD project manager. PCCLD looks to the vendor to inform the needs of the project, maintain a cohesive schedule, and coordinate, oversee and manage work produced. Therefore, the vendor must establish a work schedule for all parties to ensure timely completion of the project. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved schedule.
- 6. Competitive Position:** Describe what differentiates the vendor's service from that of other competitors. Include in the discussion how the vendor keeps abreast of current and future trends. Discuss the vendor's approach to communication.
- 7. Customer References:** Provide references from at least three (3) customers to which the vendor has provided the services required under this RFP. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number and address of reference.
- 8. Scope of Work:** The scope of this proposal is to acquire antivirus for the below public library locations: Rawlings Public Library, 100 E. Abriendo Ave., Pueblo, CO 81004, Pueblo West Library 298 S Joe Martinez Blvd, Pueblo West, CO 81007, and Lamb Library 2525 S Pueblo Blvd, Pueblo, CO 81005, Patrick A. Lucero Library 1315 E 7th St, Pueblo, CO 81001, Tom L. & Anna Marie Giodone Library 24655 US-50 BUS, Pueblo, CO 81006, Barkman Library 1300 Jerry Murphy Rd, Pueblo, CO 81001, Library @ Y 3200 Spaulding Pueblo, CO 81008, Greenhorn Valley Library 4801 Cibola Dr, Colorado City, CO 81019.

I. Antivirus Solution

- a. Provide 400 Endpoint device licenses and 40 Server licenses
 - i. Quote Licensing over a 3-Yr license options.
 - ii. Quote options of with XDR and without options.

- iii. Must be able to provide central management through an online interface.

9. Proposal Requirements

1. Describe your qualifications and experience in providing similar equipment and services for similar institutions and similar circumstances.
 - A. Costs of installation, maintenance support must be identified/included in the turnkey proposal.
 - B. Alternative bids or substitutions are allowed but must be clearly identified and detailed as different from the specification.
 - C. Subcontractors are permitted with permission. Vendor must identify the subcontractor and the PCCLD has the right to reject a subcontractor.
 - D. Vendor will bid separately and allocate out all non-E-rate eligible hardware and software.
 - E. Equipment and licenses must be purchased and provided directly from the manufacturer or the manufacturer's authorized distributor.
 - F. For each location bids/proposals are required to have separate costs by line item and must list the manufacturer's make and model/SKU number, quantity, unit cost and extended cost.
 - G. Describe your firm's approach to providing services to PCCLD as described in the "Scope of Work" and elsewhere in this RFP.
 - H. Provide a sample engagement document to include costs to PCCLD for the services as proposed.
 - I. Vendors may bid on one or more of the items listed under section 8 Scope of Work.
 - J. If applicable, vendor is to specify freight assurance fees, shipping charges, taxes, surcharges and contingency fees for eligible equipment.
10. **E-Rate Requirements:** Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-Rate program:
 - A. SPIN—Vendor must have a valid E-Rate SPIN number (Vendor Identification Number), and must provide that SPIN in the Proposal submitted in response to this bid opportunity. All goods/services included in this RFP must be submitted under a single SPIN.

- B.** Form 473, Service Provider Annual Certificate Form—Vendor must agree to timely submission to the SLD a completed form 473. This form can only be filed online in USAC's E-file system.
- C.** BEAR Billings—Vendor must retain copies of all invoices and record of District payments for a period of eleven years and be willing to provide this information to the District upon request. Such retention may be done electronically.
- D.** Subcontracting—Any and all subcontractors must be identified in Vendor's proposals. Subcontractors must abide by the same rules and standards as applicable to Vendor as set forth in this RFP.