



## **Request for Proposal**

for

### **VIRTUAL NETWORKING SYSTEM FOR DATA CENTERS**

for the

**Pikes Peak Library District  
RFP #520-19-02**

February 22, 2019

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## **1.0 PROJECT OVERVIEW**

- 1.1 Pikes Peak Library District (PPLD) operates fourteen (14) Libraries within El Paso County Colorado. PPLD provides a wide variety of essential services and resources to the community. The services go beyond traditional literature resources to computing, internet, audiovisual and community programs. In this on-line world efficient, effective and fast resources are essential to providing the level of service expected by the community.
- 1.2 The objective of this RFP is to acquire hardware and software to provide the datacenter with a secure redundant virtual network environment between the existing PPLD data centers through logical switching, routing, load balancing, and secure firewalls.
- 1.3 PPLD will entertain bids only from firms meeting the following conditions:
  - State of Colorado licensed firms authorized to operate in Colorado.
  - Comparable and verifiable experience in meeting the requirements contained in this RFP.
  - Shall have been in business for no less than five years.
- 1.4 The intent is to have the winning bidder furnish, install, and maintain the required hardware, software, licensing, and maintenance agreements to put in place a virtual networking environment for PPLD's data centers. PPLD will use the E-RATE program to fund this project partially and prospective bidders will comply with the terms and conditions inherent therein. PPLD is issuing the RFP under the FCC Form 470 for the year beginning July 1, 2019. PPLD and prospective bidders will comply with all requirements and guidelines associated with the Form 470 and E-RATE program.
- 1.5 PPLD will require the selected winning bidder to meet the RFP requirements for hardware, software and installation in July, 2019. If requirements are not provided by August 1, 2019, PPLD reserves the right to select a new vendor.
- 1.6 The successful winning bidder will provide references to demonstrate knowledge of virtual networking to meet RFP requirements, innovative solutions, and a demonstrated level of ability to provide a redundant and reliable solution for PPLD's data centers.
- 1.7 Installation and system cutover to the proposed solution is planned for July, 2019.

## **2.0 INSTRUCTIONS TO BIDDER**

- 2.1 The following information and documents must be included in the proposal submission:
- a. Addendum A – Proposal Cover Sheet
  - b. Addendum B – Immigration Clause for Contracts
  - c. All System requirements and functionality as described in Sections 3.0, 4.0 and 5.0.
- 2.1.1 Please indicate the level of compliance by using one of the following terms:
- 2.1.1.1 Understood — The Vendor has read and understood the information provided; however, no action is required of the Vendor.
  - 2.1.1.2 Comply — Vendor meets the specifications.
  - 2.1.1.3 Comply with Exception — Vendor meets part of the specification. Explain how, or the deviation.
  - 2.1.1.4 Exception — Vendor does not meet the specification. Please provide an alternative, when possible.

### **2.2 Schedule of Events**

- 2.2.1 RFP Release: February 22, 2019
- 2.2.2 Pre-bid Conference: March 8, 2019 1:00 PM MST
- 2.2.3 Deadline for Receipt of Questions: March 13, 2019, 4:00 PM MST
- 2.2.4 Response to Questions: March 15, 2019, by 4:00 PM MST
- 2.2.5 Proposal Due Date: March 22, 2019 1:00 PM MST
- 2.2.6 Contract Winner Notification: March 26, 2019
- 2.2.7 Date for start of billed service: July, 2019 - Estimated

Note: PPLD will not consider late questions, late RFP responses or late requests for modification.

### **2.3 Pre-bid Meeting**

- 2.3.1 March 8, 2019 1:00PM MST
- 2.3.2 Pikes Peak Library District  
Venue  
1175 Chapel Hills Drive  
Colorado Springs, CO 80920

Vendors must submit notification of intent to bid no later than March 8, 2019, 4:00PM MST for inclusion in the vendor response to question.

- 2.3.3 Pre-bid Meeting activities include question and answer session, tour of data centers at Library 21c 1175 Chapel Hills Drive, Colorado Springs, Co 80920 and East data center located at 5550 North Union Boulevard, Colorado Spring, CO 80918.

2.4 Vendor Questions, Inquiries and Clarifications

- 2.4.1 PPLD will only accept questions and clarifications via e-mail to [bids@ppld.org](mailto:bids@ppld.org). All e-mail correspondence must include the RFP Number (520-19-02 Datacenter Virtual Networking System) and word “question” or “clarification” in the subject line. PPLD will provide responses to all questions and answers to all Vendors.
- 2.4.2 Direct questions regarding the RFP to [bids@ppld.org](mailto:bids@ppld.org).
- 2.4.3 PPLD will respond to all questions and requests for clarification to all proposer via posting on RFP website. Any responses PPLD considers a change in the terms, conditions, and specifications of this RFP will be sent by written addendum on the RFP website. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless received by the proposers via RFP website.

2.5 Proposal Due Date

- 2.5.1 Bidders must submit RFP via e-mail and provide three printed copies of the proposal. PPLD must receive sealed proposals no later than 1:00 p.m. MST on the date indicated and at the address below. Definition of received is “in the hands of.” PPLD will not consider postmark date of mailed materials as “delivered”. Bids must submit E-mail proposals to [bids@ppld.org](mailto:bids@ppld.org).

Note: PPLD will not consider late RFP responses.

2.6 Number of RFP Responses

- 2.6.1 Vendors must submit three (3) hard copies and an emailed soft copy of the RFP response to:  
Mr. Michael Varnet, CPA  
Chief Financial and Business Officer  
1175 Chapel Hills Dr.  
Colorado Springs, CO 80920  
[bids@ppld.org](mailto:bids@ppld.org)

2.7 Duration of Proposal Offer

- 2.7.1 Price offers are irrevocable for 180 days following the proposal due date. Once a proposal is accepted, all prices, terms and conditions will remain unchanged throughout the contract period unless specifically agreed otherwise by both PPLD and the successful Vendor.

2.8 General Requirements

- 2.8.1 Bidders are to respond as per Section 2.1.
- 2.8.2 PPLD reserves the right to amend this RFP up to seven (7) business days prior to the date set for receipt of proposals. In addition, PPLD may extend deadlines or withdraw this RFP at any time prior to an award.
- 2.8.3 In the event the Vendor’s proposal includes hardware, software and/or services manufactured or provided by an organization or supplier other than the primary respondent, it is mandatory for the successful Vendor to

assume full responsibility for the installation, integration and testing of all proposed hardware and/or software.

2.8.4 PPLD must authorize the use of subcontractors. All subcontractors must meet the same qualifications as the Vendor.

2.9 Pikes Peak Library District

2.9.1 Information to Bidders

2.9.1.1 Bidder Qualifications

No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is deemed irresponsible or unreliable by PPLD. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service bid upon and that they have the necessary financial resources to provide the proposed service called for as described in this Request for Proposal.

2.9.1.2 Right to Investigate

PPLD reserves the right to investigate and confirm the bidder's financial responsibility. This may include financial statements, bank references and interviews with past contractors, employees and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

2.9.1.3 The winning Bidder's RFP Proposal will be included and integrated into the final contract documents.

2.9.1.4 The company is aware of Colorado's Immigration / illegal alien laws pertaining to public contracts. Addendum B (Colorado Statutes 8-17.5 – 102) is signed and attached.

2.9.1.5 Insurance

The successful Bidder shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage as follows:

<b><u>Type of Insurance</u></b>	<b><u>Minimum Limits of Liability</u></b>
Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Comprehensive Automobile	\$250,000 each person
Fidelity Bonding Insurance	\$100,000 Minimum

The successful Bidder shall affect the insurance policies in a company or companies and in a form satisfactory to PPLD. Before commencing any performance under this Agreement, successful Bidder shall deliver, to PPLD, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect. All policies and/or Certificates of Insurance shall include PPLD as an additional named insured, except for Workers Compensation and Auto.

**2.9.1.6 Proposal Rejection or Partial Acceptance**

PPLD reserves the right to reject any or all proposals. PPLD further reserves the right to waive technicalities, formalities and informalities, to accept in whole or in part such proposal where it is deemed advisable, and to make an award to the most responsive and responsible Bidder as deemed in the best interest of PPLD.

**2.9.1.7 Laws and Regulations**

All applicable State of Colorado and Federal laws and County ordinances, licenses, regulations shall apply to the award throughout and herein incorporated here by reference.

**2.9.1.8 Subcontracting**

No portion of this proposal may be subcontracted without the prior written approval by PPLD.

**2.10 Substantive Proposals**

2.10.1 By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) 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 proposer or over PPLD.

**2.11 Terms and Conditions**

**2.11.1 Modification of Agreement**

No modification of award shall be binding upon PPLD unless made in writing and signed by authorized agents of both parties.

**2.11.2 Cancellation**

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

**2.11.3 Termination of Award for Cause**

If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, PPLD shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of PPLD, become its property, and the

successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to PPLD for damage sustained by PPLD by virtue of breach of the award by the successful Bidder and PPLD may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due PPLD from the successful Bidder is determined.

#### 2.11.4 Termination of Award for Convenience

PPLD may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the award shall, at the option of PPLD, become its property.

#### 2.11.5 Equal Opportunity

The Contractor agrees not to refuse to hire, discharge, promote, or demote, nor 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.

#### 2.11.6 Expenses

The PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.

#### 2.11.7 Conflict of Interest

Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of their RFP, or any similar or potential conflicts of interest, may, at the sole discretion of the PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.

#### 2.12 Governing Law

The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

#### 2.13 FCC Form 470

An FCC Form 470 has been submitted to cover the purpose of this RFP. Since an approved 2019/2020 FCC Form 470 is not yet available, the submitted Form 470 can be found under the 2019/2020 Funding Year search criteria on the USAC website and the PPLD website.

#### 2.14 Indemnification

The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents,



and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith.

**2.15 Independent Contractor**

The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of PPLD for any purpose.

**2.16 Tax Exemption:**

PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.

**2.17 Selection**

**2.17.1 Right of Acceptance and Rejection:** PPLD 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 the PPLD.

**2.17.2 RFP Selection:** It is the intent of the PPLD to select only responsible and responsive firms. The PPLD is not bound to accept the lowest priced proposal. Your proposal should include your most favorable terms and conditions.

**2.17.3 Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this committee will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:

**2.17.3.1** The following table indicates the weight that will be given to each of the key criteria established for decision making.

<b>Criteria</b>	<b>Value Percentage</b>
Pricing – Includes initial pricing, pricing of add alternates and any escalation	35%
Responsiveness to RFP – Ability to meet performance requirements	20%
Responsiveness during Interview	20%
References	20%
Financial Stability	5%

2.18 Contract Formation:

- 2.18.1 Agreement in Writing: The successful candidate will be required to enter into a written contract with PPLD for maintenance services.

If you have a formal Service Agreement or Contract that you typically use with such engagements, feel free to attach a copy to your Proposal. A Service Agreement is not a condition of accepting a proposal.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

- 2.18.2 Amendments To Contract: Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties. No amendment shall be effective unless approved by PPLD.

- 2.18.3 TABOR AMENDMENT: The Pikes Peak Library District and Vendor acknowledge and agree that this Agreement does not constitute a multi-year financial obligation of the Pikes Peak Library district under the Taxpayers Bill of rights (TABOR) of the Colorado Constitution. Therefore, this Agreement is subject to annual appropriation for payment by the Pikes Peak Library District's Board of Trustees. In the event such appropriation is not made, the Pikes Peak Library district shall provide Vendor with at least 30 days written notice of termination, and this contract shall terminate at the later of (i) December 31<sup>st</sup> of the then current calendar year or (ii) 60 days after Vendor receives written notice of termination from the Pikes Peak Library district. In the event of a non-appropriation for payment by the Pikes Peak Library district, this Agreement shall terminate without further obligation (financial or otherwise) of the Pikes Peak Library District to Vendor on 30 days written notice to Vendor, other than for payments on services previously rendered through the termination of the Agreement.

- 2.18.4 Service Guarantee: PPLD will require the selected contractor to provide the agreed upon services in July, 2019. If such services are not provided by August 1, 2019, Contractor will be responsible for any incremental costs PPLD incurs above the anticipated charge. The costs may include, but are not limited to costs associated with maintaining existing services on a month to month basis, loss of credit from E-RATE program, and/or additional services contracted for to meet the performance obligation.

This non-performance penalty shall be in the form of a payment direct to PPLD each month in which contracted services are not provided. PPLD shall submit an invoice and documentation of the amount paid in excess of the contracted amount. Payment Terms shall be Net 30 days from date of invoice.

### **3.0 VIRTUAL NETWORKING SYSTEM FOR DATA CENTERS REQUIREMENTS**

- 3.1 Pikes Peak Library District (PPLD) has multiple locations that require secure, firewalled access to the datacenter systems. A list of the sites, corresponding addresses and map of the respective locations is include in Appendix A.
- 3.1.1 Capabilities
- 3.1.1.1 The RFP does include virtual network controlled system with access to datacenter servers and systems.
- 3.1.1.2 Logical Switches and Isolation – applications across multiple tenants require isolation from each other for security, fault isolation, and avoiding overlapping IP addressing issues. The logical switch will have the ability to span arbitrarily large compute clusters allowing for virtual machine mobility within the datacenter without limitations of the physical Layer 2 boundary.
- 3.1.1.3 Logical Routers – dynamic routing would be required to provide the necessary forwarding information between layer 2 broadcast domains.
- 3.1.1.4 Logical Firewalls – firewalls should allow for segmentation of virtual datacenter entities i.e. virtual machines based on VM names and attributes, user identity, objects like data centers and hosts, as well as traditional networking attributes like IP addresses and VLANs. The firewall should be capable of perimeter security such as building DMZs based on IP/VLAN constructs, tenant to tenant isolation, Network Address Translation (NAT), partner VPNs, and user based SSL VPNs.
- 3.1.1.5 Logical Virtual Private Networks (VPNs) – the virtual networking system for data centers should allow remote users access to private corporate applications and data.
- 3.1.1.6 Extensibility – the virtual networking system for data centers will have the flexibility to integrate with the existing PPLD network, partner systems and solutions, and have the flexibility to expand out into future server and networking projects.
- 3.1.1.7 Centralized Management – a centralized administrative management solution for proposed solution is required.
- 3.2 Customer Interface
- 3.2.1 PPLD uses PRTG (Paessler Router Traffic Grapher) to monitor network performance. Please indicate if your service and network information is compatible with PRTG to enable continued use. PPLD will not consider any other alternatives to PRTG.
- 3.2.2 Reporting – Define what reporting is available directly from your system and if a separate reporting package is required or included with the service
- 3.2.2.1 Performance statistics and trends

## VIRTUAL NETWORKING SYSTEM FOR DATA CENTERS REQUIREMENTS

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- 3.2.2.2 Please define standard reports, process to extract and include in an addendum
- 3.2.2.3 Define process displaying and printing graphing and trending data
- 3.2.2.4 Verify an Exception Report of data outside of operating parameters can be generated by specified time period
- 3.2.2.5 Real time or near real time report graphs and tracking
- 3.2.2.6 Alerts and notifications
  - 3.2.2.6.1 Capacity, latency, throughput, etc
  - 3.2.2.6.2 Can PPLD define and set the alert parameters
- 3.2.2.7 Data export capabilities to utilize Excel or other Report Writers
- 3.2.3 Define training documentation
  - 3.2.3.1 Automated or Web Training or In-person
    - 3.2.3.1.1 Recommended time requirement
- 3.3 Hardware Requirements.
  - 3.3.1 Bidders will provide a list of equipment to meet RFP requirements including rack unit requirements, power, UPS battery backup (1 hour backup time required), cooling requirements, and server requirements installed at each datacenter location required for an operational virtual networking system.
    - 3.3.1.1 PPLD has requirements for data protection and disaster recovery. A micro data center solution is preferable to provide proactive data center mobility in a disaster recovery or business continuity scenario.
    - 3.3.1.2 Bidder solution must be compatible with Cisco Nexus 5548 UP and Cisco Nexus 3048 TP.
    - 3.3.1.3 Existing data center switch cabling is 10 GB copper SFP
- 3.4 Licensing Requirements – hardware and software licensing
  - 3.4.1 Bidders will provide a list of hardware and software licensing to meet RFP requirements and installed at each datacenter location required for an operational virtual networking system
- 3.5 Redundancy and Reliability
  - 3.5.1 Redundancy must be available to both data centers and storage arrays
  - 3.5.2 Backups must be compatible with Veeam backup utility and provide the capability for cloud backup
  - 3.5.3 Bidders will describe the physical cable routing for each data center location
  - 3.5.4 Bidders will identify in their technical solution the level of redundancy within the virtual machine mobility
    - 3.5.4.1 Physical redundancy between backup servers
    - 3.5.4.2 Network map of routing
  - 3.5.5 Define anticipated scheduled outages and duration during a typical year

**VIRTUAL NETWORKING SYSTEM FOR DATA CENTERS REQUIREMENTS**

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- 3.6 Installation Standards.
  - 3.6.1 Bidders will adhere to industry standards for hardware installation. PPLD prefers installations in accordance with Building Industry Consulting Services International Telecommunications Distribution Methods Manual.
  - 3.6.2 Bidders will provide documentation of installation and configuration upon completion. Install is complete when all current PPLD processes are running to PPLD's satisfaction.
  - 3.6.3 Bidders will provide Visio or equivalent of cabling and rack layout
  - 3.6.4 Bidders will provide cut sheet of wiring
- 3.7 Service Level Agreement (SLA)
  - 3.7.1 Bidders will provide an example Service Level Agreement (SLA) for the warranty period after installation (i.e., notification requirements, response times, etc.).
    - 3.7.1.1 Identify items covered by the SLA.
    - 3.7.1.2 Identify conditions when the SLA would not apply.
    - 3.7.1.3 Provide an escalation process and contact tree with contact information.

## **4.0 VENDOR QUALIFICATIONS AND INFORMATION**

- 4.1 Vendor must be a primary provide or authorized reseller of the service being proposed. Evidence of authorization may be requested.
- 4.2 Please provide a brief description of your Company and services offered.
- 4.3 Vendors may utilize partners and/or subcontractors as long as the relationship is disclosed and accepted by PPLD. Partners and/or subcontractors will be bound by the same requirements as the prime vendor. Selected vendor will be required to be the single point of contact for the complete implementation.
- 4.4 Detail the vendor experience in working with proposed system partners and manufacturer equipment.
- 4.5 Provide a resume of the Project Manager that will be assigned to this project.  
**Note:** PPLD must approve any Project Manager change. Detail Project Manager's experience with the proposed solution and partners.
- 4.6 Provide a minimum of five references, including name, telephone number and a brief statement describing their association with your company. References from at least three clients of a similar nature to the PPLD are preferred, eg: other library, educational or public sector clients. References from the Colorado Front Range are also preferred.

## **5.0 PRICING**

- 5.1 Bidders are to provide a pricing table that reflects the specific pricing features of their solution. At a minimum, the table shall reflect the items and categories defined in the table below. If there is not cost for an item, please indicate accordingly.
- 5.2 Pricing must include all materials, hardware, software, licensing, labor, permits, installation, maintenance, and service costs.
- 5.3 PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.
- 5.4 Pricing must list all sites separately; based on the assumption the contract will include all listed locations.
- 5.5 Pricing will include all items requested to meet the Base requirement. Requested Optional items must be shown separately.
- 5.6 Vendors are asked to guarantee their prices for a minimum of 180 days from the date of submission of this RFP to the date of contract award.
- 5.7 MRC shall include all annual maintenance charges for the duration of the contract.
- 5.8 Price Components
  - 5.8.1 Pricing should be firm for one year from date of acceptance. Any cost changes beyond one year needs to be clearly defined in the pricing matrix.
  - 5.8.2 Define any pricing dependencies that may be bandwidth, term, renewal or other factors
  - 5.8.3 Identify any initial costs recurring costs.

## APPENDIX A

List of sites and addresses

### **East Library**

5550 N. Union Blvd.  
Colorado Springs, CO 80918  
Phone: 719-531-6333

### **Library 21c**

1175 Chapel Hills Dr.  
Colorado Springs, CO 80920  
Phone: 719-884-9800



**ADDENDUM A**  
**REQUEST FOR PROPOSAL FOR**  
**VIRTUAL NETWORKING SYSTEM FOR DATA CENTERS**  
**Proposal Cover Sheet**

I. GENERAL INFORMATION

- 1. FIRM NAME \_\_\_\_\_
- 2. ADDRESS \_\_\_\_\_
- 3. PHONE \_\_\_\_\_
- 4. FAX \_\_\_\_\_
- 5. E-MAIL AND WEBSITE \_\_\_\_\_
- 6. CONTACT \_\_\_\_\_

II. STATEMENT OF MINIMUM QUALIFICATION

I, \_\_\_\_\_ (printed name)  
hereby declare

that I am the \_\_\_\_\_ (title) of

\_\_\_\_\_  
(Name of firm) submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above named firm. All information set forth in this profile and declaration and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Company has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The company understands all instructions, requirements, specifications, and terms and conditions of the RFP, and hereby offers and proposes to furnish the goods and services described herein at

the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of the RFP.

b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.

c. \_\_\_\_\_ The Company is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.

d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.

e. \_\_\_\_\_ Submission of this proposal indicates the signer's acceptance of the evaluation technique and that some subjective judgments may be made by the PPLD as part of the evaluation.

f. \_\_\_\_\_ Evidence of worker compensation insurance, general liability insurance (minimum \$1,000,000.00) and fidelity bonding insurance (minimum \$100,000.00).

g. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our company in the past 5 years except as listed below.

j. \_\_\_\_\_ The company is aware of Colorado's Immigration / illegal alien laws pertaining to public contracts. Addendum B (Colorado Statutes 8-17.5 – 102) is signed and attached.

---

Authorized Signature

---

Date

**ADDENDUM B**  
REQUEST FOR PROPOSAL FOR  
Virtual Networking Systems for Data Centers  
Immigration Clause for Contracts

Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

Accordingly, Contractor agrees that it shall not:

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Further, Contractor agrees that it shall comply with the following:

Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program (the “Basic Pilot program”) of the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the services under this Agreement have been completed, whichever is earlier. This requirement shall terminate if the Basic Pilot Program is discontinued.

Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.

Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

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

Terminate the subcontract with the subcontractor if within three days of receiving the notice pursuant to Paragraph 1(b)(iii)(1) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

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Authorized Signature

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Date