



Request for Proposal
for
CORE SWITCH ACQUISITION
for the
Pikes Peak Library District
RFP #520-19-03

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 hardware support to provide core switches at the two PPLD data centers. One set (2 each) of core switches will replace existing switches at East Library location that are end of life. The second set (2 each) of switches will allow for duplicating the East Library data center switch capabilities at Library 21c.

To maintain interoperability with PPLD environment the preferred equipment is Cisco Switches with Cisco SmartNet support.

- 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 core switches 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 delivery in July, 2019. If requirements are not provided by August 1, 2019, PPLD reserves the right to select a new vendor.
- 1.6 Winning bidder must deliver equipment in 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 Deadline for Receipt of Questions: March 13, 2019, 4:00 PM MST
 - 2.2.3 Response to Questions: March 15, 2019, by 4:00 PM MST
 - 2.2.4 Proposal Due Date: March 22, 2019 1:00 PM MST
 - 2.2.5 Contract Winner Notification: March 26, 2019
 - 2.2.6 Date for start of billed service: July, 2019 - Estimated
- Note: PPLD will not consider late questions, late RFP responses or late requests for modification.
- 2.2.7 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 Vendor Questions, Inquiries and Clarifications
- 2.3.1 PPLD will only accept questions and clarifications via e-mail to bids@ppld.org. All e-mail correspondence must include the RFP Number (520-19-03 Core Switch Acquisition) and word “question” or “clarification” in the subject line. PPLD will provide responses to all questions and answers to all Vendors.
 - 2.3.2 Direct questions regarding the RFP to bids@ppld.org.
 - 2.3.3 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.

2.4 Proposal Due Date

2.4.1 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.

Note: PPLD will not consider late RFP responses.

2.5 Number of RFP Responses

2.5.1 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

2.6 Duration of Proposal Offer

2.6.1 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.

2.7 General Requirements

2.7.1 Bidders are to respond as per Section 2.1.

2.7.2 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.

2.7.3 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 delivering the hardware.

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

2.8 Pikes Peak Library District

2.8.1 Information to Bidders

2.8.1.1 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.

2.8.1.2 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.

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

2.8.1.4 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.

2.8.1.5 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:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
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.

2.8.1.6 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.

2.8.1.7 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.

2.8.1.8 Subcontracting

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

2.9 Substantive Proposals

2.9.1 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.

2.10 Terms and Conditions

2.10.1 Modification of Agreement

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

2.10.2 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.

2.10.3 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.

2.10.4 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.

2.10.5 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.

2.10.6 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.

2.10.7 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.

2.11 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.

2.12 FCC Form 470

2.13 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.

Criteria	Value Percentage
Pricing – Includes initial pricing, pricing of add alternates and any escalation	70%
Responsiveness to RFP requirements	25%
Financial Stability	5%

2.18 Contract Formation:

- 2.18.1 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 31st 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.
- 2.18.2 Service Guarantee: PPLD will require the selected contractor to provide the agreed upon equipment in July, 2019. If such equipment is not provided by August 1, 2019 PPLD reserves the right to select another vendor.

3.0 CORE SWITCH ACQUISITION REQUIREMENTS

- 3.1 Pikes Peak Library District (PPLD) has TWO locations that require core switches. A list of the sites and corresponding addresses of the respective locations is included in Appendix A.
- 3.2 Hardware Requirements.
 - 3.2.1 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 data center location required for an operational virtual networking system.
 - 3.2.1.1 Bidder solution must be compatible with Cisco Nexus 5548 UP and Cisco Nexus 3048 TP.
 - 3.2.1.2 Bidders must provide switches compatible with existing power that operates at 208 volts with C14 hooded power cord for connection to rack power.

4.0 VENDOR QUALIFICATIONS AND INFORMATION

- 4.1 Vendor must be a primary provider.
- 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.

5.0 PRICING

- 5.1 Bidders are to provide a pricing table that reflects the specific pricing features of their solution.
- 5.2 Pricing must include all materials (hardware and cabling).
- 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 Price Components
 - 5.7.1 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.
 - 5.7.2 Define any pricing dependencies.

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
CORE SWITCH
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
CORE SWITCH
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).

Authorized Signature

Date