



Request for Proposal

ERATE SMARTNET RENEWAL

For

Pikes Peak Library District RFP #520-21-08

November 16, 2021

The Pikes Peak Library District (PPLD) invites qualified vendors to submit a response to a Request for Proposal for Smartnet Renewal on all E-Rate eligible equipment and service for PPLD.

Proposal deadline is **2 p.m. MST on December 17, 2021**

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1. TERMS & CONDITIONS

- 1.1. Purpose. The objective of this RFP is to renew smartnet support for devices from July 1, 2022 to June 20, 2023.
 - 1.1.1. Federal ERate funding program. PPLD will utilize the Federal ERATE funding program. PPLD is issuing this RFP under the FCC Form 470 for the year beginning July 1, 2022.
 - 1.1.2. Vendors will follow all Form 470 and ERATE program requirements and guidelines.
 - 1.1.3. Vendor will meet Federal ERATE program qualifications (i.e., must possess Federal SPIN number and the SPI invoicing option).
 - 1.1.4. The vendor will label all Category 2 equipment with the funding request number (FRN).
- 1.2. Interested vendors. All interested companies that have the qualifications as stated herein and are licensed to operate within El Paso County and the State of Colorado, are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at: <http://ppld.org/request-for-proposals>.
- 1.3. Sole Point of Contact: Questions and requests for clarification must be send all via e-mail to Ms. Annelise Parker, Director of IT Infrastructure aparker@ppld.org and Cc: bids@ppld.org. Vendors must include the RFP Number, title, and the word "question" and/or "clarification" in the subject line.

Questions and requests without this subject identification may be considered routine emails and may not be properly addressed.

All answers to questions and requests for clarification will be posted on the PPLD website: <http://ppld.org/request-for-proposals> .

Any PPLD response that is considered to be a change in the terms, conditions, and specifications of this RFP will be published as an addendum. No communications of any kind may be considered as a change to the terms, conditions, and specifications in this RFP unless posted as a formal addendum on the link above.
- 1.4. Equal Opportunity. The Vendor 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.
- 1.5. Expenses. PPLD assumes no liability for payment of expenses incurred by vendors in the preparation and submission of proposals in response to this invitation.
- 1.6. Conflict of Interest. Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
- 1.7. Independent Contractor. The Vendor is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the Vendor 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 Vendor for all purposes. The Vendor shall make no representation that it is the employee of PPLD for any purpose.
- 1.8. Immigration Clause: The Contractor is aware of Colorado's Immigration /Illegal alien laws pertained to public contracts. Addendum C - Immigration Clause for Contracts (Colorado Statute 8-17.5-102) must be signed and attached.

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- 1.9. General Requirements: 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.
- 1.10. Tax Exemption: PPLD, as a local government entity, is exempt from sales and use taxes. Contractor will 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, PPLD will furnish tax exemption certificate(s) to the Contractor.
- 1.11. 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.
- 1.12. RFP Schedule

Event	Date
RFP Release	November 16, 2021
Deadline for Receipt of Questions	December 3, 2021
Response to Questions	December 7, 2021
Proposal Due Date	December 17, 2021, 2 pm MST
Estimated Date of Contract Winner Notification	January 20, 2022

2. PROPOSAL SUBMISSION AND SELECTION, AND CONTRACT FORMATION

2.1. Proposal Submission

- 2.1.1. Substantive Proposals: By submitting a proposal, the Vendor 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.
- 2.1.2. Submission information and documents: The proposal must be comprehensive and address all RFP requirements. To assure that the information provided can be readily identified, the proposal must include, but is not limited to, the submission of the following documents:
- 2.1.2.1. Addendum A - Proposal Cover Sheet, signed
 - 2.1.2.2. Addendum B – Checklist, Questionnaire, and Pricing Form, signed
 - 2.1.2.3. Addendum C - Immigration Clause for Contracts, signed
 - 2.1.2.4. Transition schedule
 - 2.1.2.5. List of exceptions or deviations (if any).
- 2.1.3. Signatures: The proposal must be signed by an officer of the proposing company.
- 2.1.4. Exceptions and Deviations: Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions, or deviations by the proposer.
- 2.1.5. Integration with Contract: The winning proposal will be included and integrated into the final contract documents.
- 2.1.6. Proposal Submission. Proposals are to be submitted in sealed envelopes, identified with the proposal number and title with all attachments. Vendors must submit three (3) hard copies and one (1) soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:

Pikes Peak Library District
Finance Office
Attn: Tatiana Zonte, Accountant
RFP # 520-21-08
1175 Chapel Hills Drive,
Colorado Springs, CO 80920

The proposal deadline (firm) is Friday, December 17, 2021, no later than 2 pm MST. Proposals delivered after that time will be received but will be rejected for being late.

A complete submission includes all required components, as stated in this document.

- 2.1.7. Duration of Proposal Offer. Price offers are irrevocable for 90 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.
- 2.1.8. Proposal Withdrawal. A proposer 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.

2.1.9. Information to Vendors

2.1.9.1. Vendor 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, Vendors 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.

2.1.9.2. Right to Investigate

PPLD reserves the right to investigate and confirm the vendor'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.

2.1.10. Confidentiality. All materials submitted in response to this RFP become the property of PPLD, upon delivery, and PPLD will append to any formal documentation that would further define or expand any resulting contract from a successful bid.

Proposals are public information. If a vendor needs to submit proprietary information to support their proposal, the vendor will label as "CONFIDENTIAL" and package separately any proprietary information.

2.1.11. Insurance Requirements

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

Type of Insurance	Minimum Limits of Liability
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	\$1,000,000 each occurrence;
Comprehensive Automobile	\$250,000 each person;
Fidelity Bonding Insurance	\$100,000 Minimum

The successful Vendor shall provide proof of insurance in a company or companies and in a form satisfactory to PPLD. All policies and/or Certificates of Insurance shall include PPLD as an additional named insured, except for Workers Compensation and Auto.

2.1.12. 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 Vendor as deemed in the best interest of PPLD.

2.1.13. Indemnification. The Vendor 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 Vendor's operations or performance in connection herewith.

- 2.1.14. Continuity. By submitting a proposal, the Vendor will make its best efforts to ensure that key staff member(s) remain assigned to the PPLD account for the duration of contract or replace by team members with similar level of expertise. PPLD will approve in advance any changes to key team member(s).
- 2.1.15. Schedule. By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the project calendar, or must indicate an alternative timeline in the proposal, which will be vetted by PPLD, as to its feasibility and acceptability.

2.2 Selection

- 2.2.1 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 PPLD. PPLD is not bound to accept the lowest priced proposal.
- 2.2.2 Selection. It is the intent of PPLD to select only responsible and responsive firms. PPLD will select the vendor with the lowest cost that meets all RFP requirements. Vendor proposal will include your most favorable terms and conditions.
- 2.2.3 Negotiation. PPLD reserves the right to negotiate terms and conditions of the contract with the winning Vendor.
- 2.2.4 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.

The following table indicates the weight that will be given to each of the key criteria established for decision-making:

Evaluation Criteria	Percentage	Description
Price E-Rate eligible items	30	Price of E-Rate eligible products & services (primary factor)
Technical Merit	20	-Quality / technical merit of the proposed solution to meet needs of PPLD. -Proposal (20 points)
Responsiveness	10	-Schedule (10 points) -- transition schedule
Past Performance	20	-Vendor past performance with similar projects (10 points) -Customer references (10 points)
Personnel Qualifications	10	-Qualifications of management (5 points) -Qualifications of staff (5 points)
Price-Other Costs	10	Other costs (items not eligible for E-Rate discount)

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

2.3 Contract Formation

- 2.3.1 Agreement in Writing. The successful Vendor is required to enter into a written contract with PPLD for maintaining project equipment for a minimum one-year period after installation.

The contract will be for three (3) years with the possibility of two (2) one year extensions.

The winning Vendor's proposal will be included and integrated into the final contract documents.

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

- 2.3.2 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.

- 2.3.3 Non-Appropriation/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 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.

- 2.3.4 Termination of Contract for Cause. If, through any cause, the successful Vendor shall fail to fulfill in a timely and proper manner its obligations or if the successful Vendor shall violate any of the covenants, agreements or stipulations of the Contract, PPLD shall thereupon have the right to terminate the Contract by giving written notice to the successful Vendor 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 Vendor shall, at the option of PPLD, become its property, and the successful Vendor shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Vendor shall not be relieved of liability to PPLD for damage sustained by PPLD by virtue of breach of the Contract by the successful Vendor 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 Vendor is determined.

- 2.3.5 Termination of Contract for Convenience. PPLD may terminate the Contract 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 Vendor under the Contract shall, at the option of PPLD, become its property.

- 2.3.6 Cancellation. Either party may cancel the Contract 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.

3 PROJECT REQUIREMENTS

Objective. The objective of this RFP is to renew smartnet support for devices from July 1, 2022 to June 20, 2023. Support for 3 firewall, 1 router, and 88 switches will be quoted. For exact details, see the attached spreadsheet. PPLD reserves the right to add or delete devices from this spreadsheet. The vendor is responsible for ensuring the Cisco website is up to date for the hardware.

4. VENDOR QUALIFICATION AND INFORMATION

The following information and documents must be included in the submitted proposal.

- 4.1 A brief Company description, including qualifications, experience, and services offered.
- 4.2 List of current and recent clients during the past five years. This should include the company name, type of equipment and services provided, and contact information.
- 4.3 Statements from a minimum of 3 references, including name, telephone number and a brief statement describing their association with your company. References from clients of a similar nature to PPLD are preferred, e.g.: other library, educational or public sector clients. References from the Colorado Front Range are also preferred. If PPLD has conduct business with the vendor, PPLD will consider previous projects for references.
- 4.4 A designated Project Manager is required. PPLD must approve any Project Manager change. The Project Manager must have experience with the proposed solution and partners.
- 4.5 Vendor must be a primary provider or authorized reseller of the service being proposed. Evidence of authorization may be requested.
- 4.6 The successful service provider will demonstrate knowledge of providing the request service, innovative solutions, and a demonstrated level of ability to provide a redundant and reliable solution and shall have been in business for no less than five years.
- 4.7 E-Rate Program. The successful bidder is responsible for qualifying in the Federal E-Rate program. Bidders must comply with the following:
 - 4.7.1 PPLD expects the vendor to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program as listed in Section 1. Terms and Conditions:
 - 4.7.2 Vendors will follow all Form 470 and ERATE program requirements and guidelines.
 - 4.7.3 Vendor will meet Federal E-Rate program qualifications (i.e., must possess Federal SPIN number and the SPI invoicing option).
 - 4.7.4 The vendor will label all Category 2 equipment with the funding request number (FRN).
 - 4.7.5 In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- 4.8 Subcontracting. If the Vendor uses subsidiary companies, explain their role and how they will be involved in this project.

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

The Vendor must be responsible for the performance of all of its sub-contractors, sub-sub-contractors, and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The Vendor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the contract with PPLD.

5 PRICING

Vendors are to complete the attached pricing spreadsheet to reflect the specific pricing for smartnet renewal. Proposals will only be considered in this format. If there is no cost for an item, please indicate accordingly. Vendors will guarantee their prices for a minimum of 90 days from the date of submission of this RFP to the date of contract award. PPLD reserves the right to add or delete devices from this spreadsheet.

ADDENDUM A - PROPOSAL COVER SHEET

Smartnet Renewal RFP #520-21-08

I. GENERAL INFORMATION

1. COMPANY NAME _____
2. ADDRESS _____

3. PHONE _____
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 company)
submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on
behalf of the above named company. 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 this 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 this 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.

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- 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 PPLD as part of the evaluation.
 - f. _____ The company has to provide proof of all required insurance coverage.
 - g. _____ A list of exceptions and deviations (if any) is attached.
 - h. _____ A proof of eligibility to operate in El Paso County and the State of Colorado is attached.
 - i. _____ 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 C (Colorado Statutes 8-17.5 – 102) is signed and attached.

Authorized Signature

Date

ADDENDUM B - CHECKLIST, QUESTIONNAIRE, AND PRICING FORM

Smartnet Renewal RFP # 520-21-08

A. Vendor Qualification and Information (Fill in or attach additional pages as needed)

Please submit a response for each numbered or lettered item of Sections 4. The response must be in the same format and sequence as in the RFP.

B. Project Requirements

Describe how Company will comply with all instructions, requirements, and specifications listed in Section 3. Project Requirements. The response must include description, schedules, and any additional clarifying information, such as appendices, charts, diagrams, etc.

C. Pricing

Complete the pricing table spreadsheet to reflect the specific pricing features of their solution. If there is not cost for an item, please indicate accordingly.

List other costs not included in the pricing table spreadsheet:

Item No.	Description	Qty	Cost

PPLD is looking for the best-value proposal that meets the needs of the district to include all cost aspects of service.

PPLD will not pay for items not included in the pricing tables. That does not include a change in the scope of services, as outlined in the RFP.

Vendors will guarantee their prices for a minimum of 90 days from the date of submission of this RFP to the date of contract award.

D. Quality Assurance

Describe your organization philosophy for servicing a client and commitment to customer service and quality assurance. (Fill in or attach additional pages as needed).

E. Other Information

Provide any other information that you feel should be considered in the selection process. (Fill in or attach additional pages as needed).

Authorized Signature

Date

ADDENDUM C - IMMIGRATION CLAUSE FOR CONTRACTS

PIKES PEAK LIBRARY DISTRICT 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