



## **Request for Proposal**

### **STRUCTURED CABLING STANDARDIZATION PENROSE LIBRARY**

For

**Pikes Peak Library District  
RFP #520-20-03**

January 22, 2020

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## **1.0 PROJECT OVERVIEW, GENERAL TERMS & CONDITIONS**

- 1.1 Pikes Peak Library District (PPLD) operates fifteen (15) Libraries in 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. This is especially critical for the Information Technology (IT) infrastructure.

PPLD is undertaking a multi-year project to standardize the structured cabling infrastructure at all library locations. The current structured cabling infrastructure and associated telecommunication rooms require significant work to meet existing telecommunications standards while also ensuring the PPLD cabling infrastructure can support future library IT requirements.

The objective of this RFP is to remove existing Category 5 (Cat5) cables and replace with Category 6 (Cat6) from port to switches located in Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) of Penrose Library. Selected vendor will remove existing cables, install new cables, install new wall telecommunications connector, and provide as-built documentation for work performed.

This is a phased approach with either the first floor or basement upgrade occurring in 2021. Bidders will provide costing for two options. Option 1 for the first floor and option 2 for the basement (see attached diagrams in Appendix A).

- 1.2 Federal E-Rate funding program. This project is partially ERATE funded and is subject to the terms and conditions inherent therein. PPLD is issuing this RFP under the FCC Form 470 for the year beginning July 1, 2020 for Category 2 Services (Broadband Internal Connections). Bidders must follow all requirements and guidelines associated with the Form 470 and ERATE program.
- 1.2.1 Bidders must follow all requirements and guidelines associated with the Form 470 and ERATE program.
  - 1.2.2 The successful bidder is responsible for qualifying in the Federal ERATE program (i.e., must possess Federal SPIN number).
  - 1.2.3 If ERATE program does not fund project the Penrose Library structured cabling standardization is an essential capability for PPLD. PPLD will honor the contract and find another funding source, but may have to reduce project scope.
- 1.3 Qualified firms must be licensed in the State of Colorado, and must have comparable and verifiable experience in providing the services specified in Section 3 (cable removal, installation, documentation, etc.).
- 1.4 PPLD will require the selected contractor to provide the agreed upon services starting in the January 2021 timeframe.
- 1.5 Installation planned for January 2021. Specific dates subject to contract negotiations after vendor selection.

- 1.6 Interested vendors. All interested vendors 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: An electronic version of this document can be accessed at <https://ppld.org/request-for-proposals>. Bidders must check this site periodically for any updates associated with this RFP.
- 1.7 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.
- 1.8 Expenses  
PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 Schedule of Events
- 1.12.1 RFP Release: Wednesday January 22, 2020
  - 1.12.2 Pre-bid Conference: Thursday January 30, 2020
  - 1.12.3 Deadline for Receipt of Questions: Tuesday, February 4, 2020
  - 1.12.4 Response to Questions: Thursday, February 6, 2020
  - 1.12.5 Proposal Due Date: Wednesday February 19, 2020
  - 1.12.6 Estimated Date of Contract Winner Notification: February 27, 2020
- 1.13 Mandatory Pre-bid Meeting and Site Survey
- 1.13.1 Thursday January 30, 2020 – 1:30 PM

- 1.13.2 Pine Room  
Pikes Peak Library District  
20 North Cascade Avenue  
Colorado Springs, CO 80920
- 1.13.3 This is a mandatory Pre-bid Meeting, a representative from all organizations planning on bidding are required to attend the meeting.
- 1.14 Vendor Questions, Inquiries and Clarifications
  - 1.14.1 Vendors must send all questions and clarifications via e-mail to [bids@ppld.org](mailto:bids@ppld.org) and submitted by February 4, 2020 (Section 2.3.4). Vendors must include the RFP Number, title and word “question” or “clarification” in the subject line. PPLD will post all questions and answers to bidders using RFP web site <https://ppld.org/request-for-proposals>.
  - 1.14.2 Direct questions regarding the RFP to Annelise Parker, IT Infrastructure Manager, via e-mail using [bids@ppld.org](mailto:bids@ppld.org) e-mail address.
    - 1.14.2.1 PPLD will respond to all questions and requests for clarification using the PPLD RFP web site <https://ppld.org/request-for-proposals>. Bidders are responsible for monitoring this web site for proposal related documents. Vendors who do not see their questions on the web site need to **retransmit their original** e-mail to the [bids@ppld.org](mailto:bids@ppld.org) e-mail address no later than 12:00 PM Mountain Standard Time February 6, 2020.  
  
Any responses by PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted to RFP web site as addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted to the RFP web site <https://ppld.org/request-for-proposals> posted addendum.
- 1.15 General Requirements
  - 1.15.1 Bidders are to respond as per Section 2.1.
  - 1.15.2 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.
  - 1.15.3 In the event the Vendor’s proposal includes hardware 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 services.
  - 1.15.4 PPLD must authorize the use of subcontractors. All subcontractors must meet the same qualifications as the Vendor.  
  
An officer of the proposing company must sign a letter of transmittal for the proposal submission and Addendum A – Immigration Clause.
- 1.16 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.

## **2.0 PROPOSAL PREPARATION, SELECTION, CONTRACT FORMATION AND INSTRUCTIONS TO BIDDER**

- 2.1 Submission Information and Documents. All sections and line items of this **RFP must be included** with the Vendor RFP response and **must be in the same format and sequence as the RFP.** A response is required to all RFP requirements. A response is required to all RFP requirements.
- 2.1.1 Bidders will 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.
- 2.1.2 Bidders will include description and tables when required.
- 2.1.3 The bidder will include any additional clarifying information relating to the solution such as appendices, charts, diagrams, cut sheets, etc.
- 2.2 Systems Requirements and Functionality. Requirements and functionality described in Sections 3. Vendors are to use this section and knowledge gained from the pre-bid meeting and site survey to prepare their RFP response.
- 2.3 Proposal Due Date
- 2.3.1 Sealed Proposals must be received by 2:00 p.m. MDT on the February 19, 2020 as per Section 1.12, and at the address below. Definition of received is “in the hands of.” Postmark date of mailed materials will not be relevant. No e-mail or faxed bids will be accepted. Proposals received after the stated due date and time will be rejected.
- 2.4 Proposal Submission.
- 2.4.1 Proposals are to be submitted in sealed envelopes, identified with the proposal number and title with all attachments by no later than 2:00 PM MST on February 19, 2020. Vendors must submit three (3) hard copies and soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:
- Mr. Michael Varnet, CPA  
Chief Financial and Business Officer  
1175 Chapel Hills Dr.  
Colorado Springs, CO 80920
- 2.5 Duration of Proposal Offer
- 2.5.1 Price offers are irrevocable for 45 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.
- 2.6 Proposal Withdrawal

- 2.6.1 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.
- 2.7 Pikes Peak Library District
  - 2.7.1 Information to Bidders
    - 2.7.1.1 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.
    - 2.7.1.2 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.
    - 2.7.1.3 Integration with Contract.

The winning Bidder's proposal will be included and integrated into the final contract documents.
    - 2.7.1.4 Immigration Addendum.

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



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

The successful Bidder shall provide proof of insurance no later than June 30, 2020 policies 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.

2.7.1.6 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.

2.7.1.7 Subcontracting

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

2.8 Substantive Proposals

2.8.1 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.

2.9 FCC Form 470. PPLD has submitted an FCC Form 470 to cover the purpose of this RFP.

2.10 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.

**2.11 Continuity.**

By submitting a proposal, the proposer will identify key team members and make its best efforts to ensure that these 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).

**2.12 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.

**2.13 Selection**

**2.13.1 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. PPLD is not bound to accept the lowest priced proposal.

**2.13.2 RFP Selection.**

It is the intent of PPLD to select only responsible and responsive firms. PPLD will select the bidder with the lowest cost that meets all RFP requirements. Bidder proposal will include your most favorable terms and conditions.

**2.13.3 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 in 2.20.3.1 will be taken into consideration when making evaluations of proposals.

**2.13.3.1 Weighted Evaluation Criteria.**

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

**Table 1 Evaluation Criteria**

Criteria	Value Percentage
Pricing – Materials and Labor	45%
Responsiveness to RFP – Ability to meet performance requirements	35%
References	20%

**2.13.4 Modifications**

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

2.14 Contract Formation:

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

The Vendor will include a Service Level Agreement (SLA) or Contract typically used to deliver similar services specified in this RFP.

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.

2.14.2 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.

2.14.3 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.

2.15 Terms and Conditions

2.15.1 Termination and Cancellation

2.15.1.1 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.

2.15.1.2 Termination of Contract 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 Contract, PPLD shall thereupon have the right to terminate the Contract 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 Contract 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.

**2.15.1.3 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 Bidder under the Contract shall, at the option of PPLD, become its property.

### **3.0 STRUCTURED CABLING REQUIREMENTS**

#### **3.1 Objective.**

The objective of this RFP is to remove existing Category 5 (Cat5) cables and replace with Category 6 (Cat6) from port to switches located in Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) of Penrose Library. Selected vendor will remove existing cables, install new cables, install new wall telecommunications connector, and provide as-built documentation for work performed.

#### **3.2 Financial Approach.**

Financial Approach. PPLD is spreading the cost for this project over multiple years coupled with the linkage with ERATE Category 2 funds availability will require accomplishing this project in a phased approach. There is a budget maximum allocation for this project. As a result, bidder's proposals will include the following options.

##### **3.2.1 Option 1 First Floor.**

96 Network telecommunications connectors from patch panel to walls including racks. IT staff estimated 28,800 ft. of Cat6 cabling. This data is provided for informational purposes. Vendors will bid based on their estimation of cabling required.

##### **3.2.2 Option 2 Basement.**

216 Network telecommunications connectors from patch panel to walls including racks. Approximate 64,800 ft. of Cat6 cabling. IT staff estimated 28,800 ft. of Cat6 cabling. This data is provided for informational purposes. Vendors will bid based on their estimation of cabling required.

#### **3.3 Cable Decommission and Installation.**

Installation accomplished in accordance with PPLD standard operating procedure (SOP) for cabling installation. Bidders will provide detailed quotes separating removal cost, installation cost, hardware cost and maintenance (i.e., annual licensing cost, service cost, support cost, etc.).

##### **3.3.1 Cabling Removal.**

Vendor is responsible for removing and disposing of cables. Vendor will identify if PPLD is eligible for any credit for cable removed.

##### **3.3.2 Installation Requirement.**

Vendor will include in "as-built" documentation for port to patch panel mapping and geographical marking of port locations to be provided at the conclusion of the project. These said "As-Built" drawings will be submitted to PPLD in both paper and electronic copy, preferably compatible with Visio.

#### **3.4 Installation Standards.**

Bidders will adhere to installation standards and testing specified in latest edition of Building Industry Consulting Standards (BICSI) Telecommunications Distribution Methods Manual. Any telecommunications installation will require design submissions for review and approval. A BICSI certified Registered Communications Distribution Designer (RCDD) will assist PPLD staff in reviewing installation designs and inspecting installation work to ensure compliance with building industry standards.

**3.5 Cabling System Testing.**

All cables and termination hardware shall be 100% tested by the selected vendor/contractor for defects in installation and to verify cable performance under installed conditions. All conductors of each installed cable shall be verified useable by the selected vendor/contractor prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. All cables shall be tested in accordance with the specifications contained herein and/or best industry standards and practices. Test documentation shall be provided in soft copy within one (1) week of completion of the project.

**3.6 Schedule**

Vendor will include notional schedule for planning purposes. Schedule will start with winner notification (see Section 2.3) and must include equipment order, delivery, cable removal, cable installation, "as-built" documents, red line drawings, QC inspection, turnover and any other information to allow for detailed planning.

**3.7 Warranty Documentation.**

The selected vendor(s)/contractor(s) must furnish PPLD written warranty documentation. The warranty documentation shall include cable and connectivity components and have one (1) point of contact person for any/all structured cabling system issues, where applicable. The warranty shall cover the installed structured cabling system against defects in workmanship, components, and performance. The warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the structured cabling system and to demonstrate performance within the original installation specifications after repairs are accomplished. The proposal shall list the term of the warranty.

**3.8 Inspections.**

Vendor will plan for a joint quality control (QC) inspection prior to turnover.

**3.9 Approval.**

PPLD will approve final installation

## **4.0 VENDOR QUALIFICATIONS AND INFORMATION**

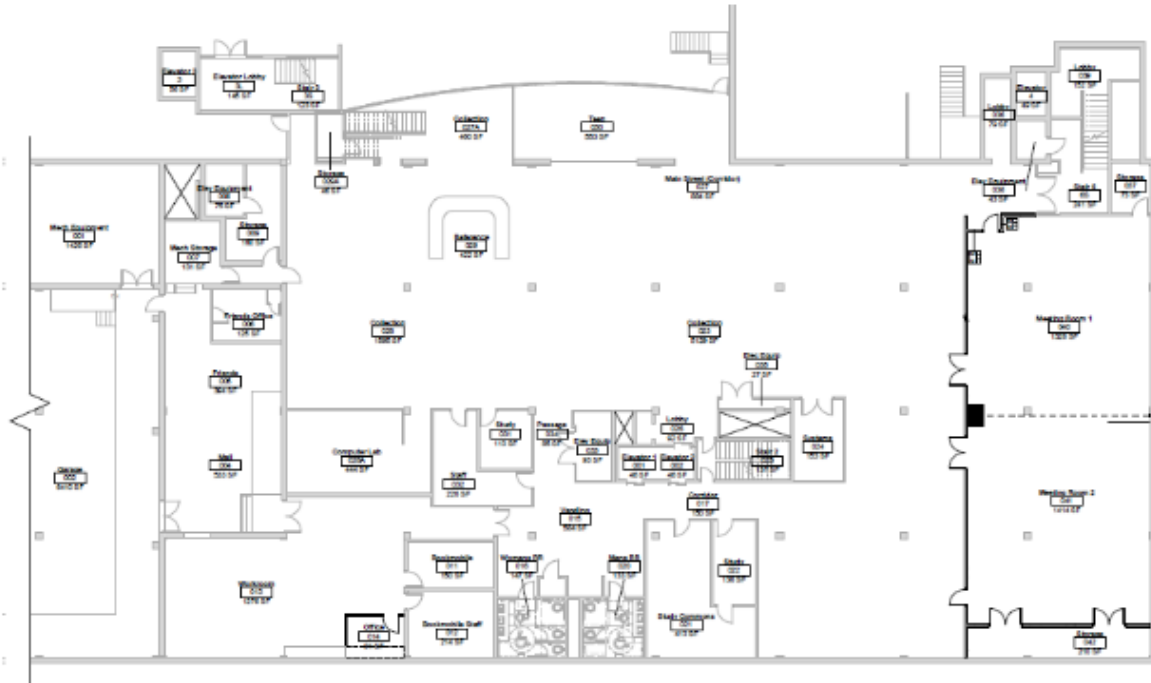
- 4.1 Vendor must be a primary provide or authorized reseller of the service being proposed. Evidence of authorization may be requested.
- 4.2 E-Rate program. The successful bidder will be responsible for qualifying in the Federal E-Rate program. Bidders must comply with the following subparagraphs:
  - 4.2.1 PPLD expects the Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
  - 4.2.2 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.
- 4.3 Organizational Structure. Describe your organizational structure. Show how your organization will be responsive to the requirements of this RFP, including contact information.
- 4.4 Organization Qualification and Experience. Describe your organization's qualifications and experience. If you have experience with PPLD Libraries, describe your current or past relationship. Describe any similar implementations of proposed services performed by your organization.
- 4.5 Functional Staff and Technical Resources. Describe your organization's financial, staff, and technical resources. Show how those resources support proposed services.
- 4.6 Quality Assurance. Describe your organization's philosophy for servicing a client and commitment to customer service and quality assurance.
- 4.7 Project Manager. Provide a resume of the Project Manager that will be assigned to this project. **Note:** PPLD must approve any Project Manager change. Detail Project Managers' experience with the proposed solution and partners.
- 4.8 Customer References. 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, e.g.: other library, educational or public sector clients. References from the Colorado Front Range are also preferred.

## **5.0 PRICING**

- 5.1 The Vendors will provide a pricing table that reflects the specific pricing for cable removal, cable installation and wall telecommunications connector. If there is not cost for an item, please indicate accordingly.
- 5.2 Bidders are to provide a pricing table that reflects the specific pricing features of their solution.
- 5.3 Pricing must include all materials (hardware and cabling) and labor.
- 5.4 Price Components
  - 5.4.1 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.
  - 5.4.2 Define any pricing dependencies.
- 5.5 Vendors will guarantee their prices for a minimum of 45 days from the date of submission of this RFP to the date of contract award.



APPENDIX A DIAGRAMS



PENROSE LIBRARY BASEMENT



PENROSE LIBRARY FIRST FLOOR

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## ADDENDUM A CONTRACT CLAUSE

### 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).

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Authorized Signature

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Date