



## **Request for Proposal**

### **SMARTNET RENEWAL**

For

### **Pikes Peak Library District RFP #520-21-01**

**January 8, 2021**

The Pikes Peak Library District (PPLD) invites qualified vendors to submit a response to a Request for Proposal for Smartnet Renewal for PPLD.

**Proposal deadline is 2 p.m. MST on Friday, February 5, 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, 2021 to June 20, 2022.
  - 1.1.1. Federal E-Rate funding program. PPLD will take advantage of the Federal E-RATE funding program. PPLD is issuing this RFP under the FCC Form 470 for the year beginning July 1, 2021.
  - 1.1.2. Vendors must follow all requirements and guidelines associated with the Form 470 and E-RATE program.
  - 1.1.3. The successful vendor is responsible for qualifying in the Federal ERATE program (i.e., must possess Federal SPIN number and the SPI invoicing option).
  - 1.1.4. If the ERATE program does not fund this service, then this RFP becomes canceled and PPLD will pursue other options for the period July 1, 2021 through June 30, 2022.
  - 1.1.5. All Category 2 equipment must be labeled by the vendor 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. 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.
- 1.4. Expenses. PPLD assumes no liability for payment of expenses incurred by vendors in the preparation and submission of proposals in response to this invitation.
- 1.5. 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.
- 1.6. 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 firm for all purposes. The Vendor shall make no representation that it is the employee of PPLD for any purpose.
- 1.7. Governing Law. The laws of the State of Colorado shall govern any contract executed between the successful Vendor 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

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place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

1.8. Schedule of Events

Event	Date
RFP Release	January 8, 2021
Deadline for Receipt of Questions	January 15, 2021
Response to Questions	January 22, 2021
Proposal Due Date	February 5, 2021 2 pm MST
Estimated Date of Contract Winner Notification	February 18, 2021

- 1.9. Vendor Questions, Inquiries and Clarifications. Vendors must send all questions and clarifications via e-mail to [bids@ppld.org](mailto:bids@ppld.org). Vendors must include the RFP Number, title, and the word “question” or “clarification” in the subject line. PPLD will post all questions and answers to vendors using RFP web site <https://ppld.org/request-for-proposals>. 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.
- 1.10. 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.
- 1.11. PPLD, as a local government entity, is exempt from sales and use taxes. Vendors 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 Vendor requests.

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## **2. PROPOSAL SUBMISSION AND SELECTION, AND CONTRACT FORMATION**

- 2.1. 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:
  - 2.1.1. Addendum A- IMMIGRATION CLAUSE FOR CONTRACTS signed
  - 2.1.2. Addendum B- PROPOSAL COVER SHEET signed
  - 2.1.3. Pricing spreadsheet
  - 2.1.4. Company description
  - 2.1.5. List of exceptions or deviations (if any).
- 2.2. 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.
- 2.3. Signatures: The proposal must be signed by an officer of the proposing company.
- 2.4. 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.
- 2.5. Proposal Due Date. Sealed Proposals must be received as defined in the Schedule of Events 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.
- 2.6. 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:

Tatiana Zonte  
Accountant  
Pikes Peak Library District / Library 21c  
1175 Chapel Hills Dr.  
Colorado Springs, CO 80920
- 2.7. 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.
- 2.8. 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.

2.9. Information to Vendors

2.9.1. 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.

2.9.2. 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.

2.9.3. 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. An officer of the proposing company must sign a letter of transmittal for the proposal submission and Addendum A – Immigration Clause for Contracts.

2.10. Insurance

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:

<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 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.

2.11. 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.

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

2.13. 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,

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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.

- 2.14. 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).
- 2.15. 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.

- 2.16. 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. Please refer to the schedule paragraph in the Project Requirements section.

2.17. Selection

RFP 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.

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.

Criteria	Value Percentage
Pricing – Includes materials and labor	85%
Responsiveness to RFP – Ability to meet performance requirements	15%

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

2.18. Contract Formation:

- 2.18.1. 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.

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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.

2.18.2. 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. 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.

2.18.4. 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.

2.18.5. 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.



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2.18.6. 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**

The objective of this RFP is to renew Cisco Smartnet support for devices from July 1, 2021 to June 20, 2022. For exact details, see the attached spreadsheet.

### **4. VENDOR INFORMATION**

- 4.1. Vendors will provide a brief Company description, including qualifications, experience, and services offered.
- 4.2. 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.
- 4.3. Vendor must be a primary provider or authorized reseller of the service being proposed. Evidence of authorization may be requested.
- 4.4. E-Rate program. The successful bidder will be responsible for qualifying in the Federal E-Rate program. Bidders must comply with the following subparagraphs:
- 4.5. PPLD expects the Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

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.

### **5. PRICING**

Vendors are to complete the attached pricing spreadsheet to reflect the specific pricing for smartnet renewal. 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.

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# ADDENDUM A 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).

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Authorized Signature

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Date

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# ADDENDUM B PROPOSAL COVER SHEET

## PIKES PEAK LIBRARY DISTRICT RFP #520-20-11

### I. GENERAL INFORMATION

1. COMPANY NAME \_\_\_\_\_
2. ADDRESS \_\_\_\_\_  
\_\_\_\_\_
3. PHONE \_\_\_\_\_  
E-MAIL \_\_\_\_\_ AND
5. 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.

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- 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 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 A (Colorado Statutes 8-17.5 – 102) is signed and attached.

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Authorized Signature

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Date