Request for Proposal

SWITCHES AND UNINTERRUPTABLE POWER SUPPLY

For

Pikes Peak Library District
RFP #520-20-05

February 4, 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.

The objective of this RFP is to replace existing switches and uninterruptable power supplies (UPS) that are end of life and replace with new switches and UPS. Selected vendor will remove equipment, furnish, install and maintain new switches and new UPS at PPLD libraries.

1.2 Federal E-Rate funding program. PPLD will take advantage of the Federal ERATE funding program. PPLD is issuing this RFP under the FCC Form 470 for the year beginning July 1, 2020 for Category 2 Services (Broadband Internal Connections). The intent is to contract for the services in this RFP.

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 for some reason ERATE does not fund this project, the switches and UPS remain essential capabilities for PPLD. PPLD will honor the contract and find another funding source, but may have to reduce quantities purchases under this project.

1.3 Qualified firms must be licensed in the State of Colorado, and must have comparable and verifiable experience in providing the equipment and services in this RFP, and shall have been in business for no less than five years.

1.4 The intent is to have the winning bidder remove existing equipment, furnish, install, and maintain the required hardware, software, licensing, and maintenance agreements to put in place switches and UPS for library locations.

1.5 PPLD will require the selected contractor to provide the agreed upon hardware, software and maintenance services in September, 2020.

1.6 Installation planned for September to October 2020. Specific dates subject to contract negotiations after vendor selection.

1.7 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 https://ppld.org/request-for-proposals. Bidders must check this site periodically for any updates associated with this RFP.

1.8 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.

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 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.

1.11 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).

1.12 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.

1.13 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.

1.14 RFP Schedule of Events
1.14.1 RFP Release: Tuesday February 4, 2020
1.14.2 Deadline for Receipt of Questions: Monday February 17, 2020
1.14.3 Response to Questions: Monday February 24, 2020
1.14.4 Proposal Due Date: Tuesday March 3, 2020 2:00 PM MDT
1.14.5 Estimated Date of Contract Winner Notification: March 19, 2020
1.14.6 Dates for Training: To be determined during contract negotiations (See Section 3 for UPS training requirement.)

1.15 Vendor Questions, Inquiries and Clarifications
1.15.1 Vendors must send all questions and clarifications via e-mail to bids@ppld.org and see schedule of events for dates. 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.

1.15.2 Direct RFP questions to Annelise Parker, IT Infrastructure Manager, via e-mail using the bids@ppld.org e-mail address.

1.15.2.1 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.

1.15.2.2 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.

1.16 General Requirements

1.16.1 Bidders are to respond as per Section 2.1.

1.16.2 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.

1.16.3 In the event the Vendor’s proposal includes hardware, software and/or services manufactured or provided by an organization or supplier other than the primary respondent, it is mandatory for the successful Vendor to assume full responsibility for the installation, integration and testing of all proposed hardware and/or software.

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

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

1.17 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 INSTRUCTIONS TO BIDDER

2.1.1 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. 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.

2.1.2 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 System requirements and functionality are described in Sections 3. Vendors will use Section 3 to prepare their RFP response.

2.3 Proposal Due Date

2.3.1 Sealed Proposals must be received by the time and date defined in the Schedule of Events. 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. See the Schedule of Events for due dates. 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.
Section 2.0
Instructions to Bidder

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 RFP 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.
Section 2.0
Instructions to Bidder

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:

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

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 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.

2.10 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
Section 2.0
Instructions to Bidder

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 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.

2.12 Selection

2.12.1 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.

2.12.2 RFP Selection.

2.12.3 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.

2.12.4 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. This list is not
intended to be exhaustive:

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Value Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing – Includes hardware, software, licensing and labor cost</td>
<td>40%</td>
</tr>
<tr>
<td>Responsiveness to RFP – Ability to meet performance requirements</td>
<td>35%</td>
</tr>
<tr>
<td>Service Level Agreement (SLA)</td>
<td>15%</td>
</tr>
<tr>
<td>References</td>
<td>10%</td>
</tr>
</tbody>
</table>
2.13.1 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.

Bidders are required to provide example SLA to maintain project equipment. As a minimum, the SLA will include response times, availability, communication procedures for reporting service requests, ticket tracking and other industry standard SLAs for maintaining equipment acquired for this project.

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.

2.13.2 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.

2.13.3 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. 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.

2.14 Terms and Conditions

2.14.1 Termination and Cancellation

2.14.1.1 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.

2.14.1.2 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 offer until such time as the exact amount of damages due PPLD from the successful Bidder is determined.

2.14.1.3 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 SWITCHES AND UPS

3.1 Project Objective. The objective of this RFP is to select a vendor to remove equipment, furnish, install and maintain hardware (switches and UPS) at PPLD libraries listed in the table below.

3.2 Interoperability. To maintain interoperability with PPLD environment please quote Cisco or equivalent and APC or equivalent equipment for the following requirements:

Table 2 Pikes Peak Library District Locations

<table>
<thead>
<tr>
<th>Library Name</th>
<th>Location</th>
<th>9300</th>
<th>9200</th>
<th>APC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheyenne Mountain Community Library</td>
<td>1785 South 8th Street, Suite 100</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>East Library</td>
<td>5550 N. Union Blvd.</td>
<td>1</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Fountain Community Library</td>
<td>230 South Main St.</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>High Prairie Community Library</td>
<td>7035 Old Meridian Rd.</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Manitou Springs Community Library</td>
<td>701 Manitou Ave.</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Old Colorado City Community Library</td>
<td>2418 West Pikes Peak Ave</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Palmer Lake Community Library</td>
<td>66 Lower Glenway</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Penrose Library</td>
<td>20 N. Cascade Ave</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Rockrimmon Community Library</td>
<td>832 Village Center Drive</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Ruth Holley Community Library</td>
<td>685 North Murray Blvd.</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sand Creek Community Library</td>
<td>1821 South Academy Blvd.</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Ute Pass Community Library</td>
<td>8010 Severy Rd.</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>10</strong></td>
<td><strong>8</strong></td>
<td><strong>18</strong></td>
</tr>
</tbody>
</table>

Table 3 Required Equipment

<table>
<thead>
<tr>
<th>Equipment (Hardware/Software/Maintenance Support)</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco Catalyst 9300 48--port PoE+ switch</td>
<td>10</td>
</tr>
<tr>
<td>DNA Advantage license (three year option)</td>
<td></td>
</tr>
<tr>
<td>8X5XNBD Support</td>
<td></td>
</tr>
<tr>
<td>Redundant Power</td>
<td></td>
</tr>
<tr>
<td>Network Plug—n—Play License for zero—touch device deployment</td>
<td></td>
</tr>
<tr>
<td>10GBASE---CU SFP+ ports (2 minimum)</td>
<td></td>
</tr>
<tr>
<td>10GBASE---CU SFP+ single-mode fiber module quantity 2</td>
<td></td>
</tr>
<tr>
<td>10GBASE---CU SFP+ Cable 1 Meter</td>
<td></td>
</tr>
</tbody>
</table>
### Section 3.0
**Switches and UPS Requirements**

<table>
<thead>
<tr>
<th>Equipment (Hardware/Software/Maintenance Support)</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catalyst 9200 48-port PoE+ switch, DNA Essentials (three year option)</td>
<td>8</td>
</tr>
<tr>
<td>8X5XNBD Support</td>
<td></td>
</tr>
<tr>
<td>Redundant Power</td>
<td></td>
</tr>
<tr>
<td>Network Plug---n---Play License for zero-touch device deployment</td>
<td></td>
</tr>
<tr>
<td>10GBASE---CU SFP+ ports (2 minimum)</td>
<td></td>
</tr>
<tr>
<td>10GBASE---CU SFP+ single-mode fiber module quantity 2</td>
<td></td>
</tr>
<tr>
<td>10GBASE---CU SFP+ Cable 1 Meter</td>
<td></td>
</tr>
<tr>
<td>APC Smart-UPS 1500VA LCD RM 2U 120V with Network Card Model: SMT1500RM2UNC</td>
<td>18</td>
</tr>
<tr>
<td>2U Rack-mountable - 3 Hour Recharge - 120 V AC Input -120 V AC Output - 6 x NEMA 5-15R, plug type NEMA 5-15P</td>
<td></td>
</tr>
</tbody>
</table>

3.3 Training. Vendor will provide training to IT staff for using UPS online.

3.4 Removal and Installation. The winning bidder will remove switches and UPS, install and configure replacement switches and replacement UPS at the locations listed above. Installation accomplished in accordance with PPLD standard operating procedure (SOP) for IDF management. Bidders will provide detailed quotes separating removal cost, installation cost, hardware cost and maintenance (i.e., annual licensing cost, service cost, support cost, etc.).

3.5 Equipment Removal. Vendor is responsible for removing and disposing of switch, UPS and cabling. Vendor will identify if PPLD is eligible for any credit for equipment removed.

3.6 Joint Inspection. PPLD will conduct a joint quality control (QC) inspection prior to equipment turnover with the vendor.

3.7 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, equipment removal, equipment installation, "as-built" documents, red line drawings, QC inspection, turnover and any other information to allow for detailed planning.
4.0 VENDOR QUALIFICATIONS AND INFORMATION

4.1 Vendor must be a primary provider 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 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 equipment removal and disposal, equipment installation, equipment maintenance and equipment life-cycle sustainment for minimum three years. If there is not cost for an item, please indicate accordingly.

5.2 Pricing must include all materials (hardware and cabling) and labor. Work may be conducted outside of standard business hours on Monday – Friday 8 am to 5 pm.

5.3 Pricing must list all sites separately; based on the assumption the contract will include all listed locations.

5.4 Vendors are asked to guarantee their prices for a minimum of 45 days from the date of submission of this RFP to the date of contract award.
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).
## ADDENDUM B PRICING MATRIX

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<th>9200</th>
<th>Cost</th>
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