



**Bid # 24235 E-RATE Operational Switches**

**Issue date: January 19, 2017**

**Bid Opening Date: February 17, 2017 11:00am (our clock)**

**Bid to be returned PRIOR TO time and date above.**

**RETURN TO:  
Vera Kennedy  
Jefferson County Public School District  
Purchasing Dept  
1829 Denver West Drive, Bldg 27  
Golden, Colorado 80401  
(303) 982-6415**

**OFFEROR'S CERTIFICATION**

**The undersigned, having carefully examined all of the documents pertaining to the bid, including the Technical Specifications and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the service described in their bid document in strict accordance with the project documents for the price set forth herein.**

**Offeror must print company name in the upper right hand corner of bid pages.**

**Company Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_  
**Telephone No.** \_\_\_\_\_  
**Fax No.** \_\_\_\_\_  
**Contact Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**By** \_\_\_\_\_  
**(Authorized Signature)**  
**Email** \_\_\_\_\_

**CONTINUATION SHEET  
FORMAL BID 24235  
E-RATE Operational Switches BID**

**Offeror Name:** \_\_\_\_\_  
**Offeror Service Provider Identification Number (SPIN):** \_\_\_\_\_

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## **A. GENERAL INFORMATION**

Jefferson County Public School District (the District) is the largest school district in Colorado, covering approximately 800 square miles of mountains and plains. There are 155 existing schools and locations, with approximately 86,000 students currently enrolled.

## **B. PURPOSE**

The District is publishing this Invitation for Bid in order to solicit firm price quotation for Cisco Meraki Brand, or equivalent alternative, operational switches. This Bid is published in conjunction with the Universal Services Administrative Corporation E-rate Form 470 schedule. The District reserves the right to order quantities as needed. There are no estimated quantities or guarantees of volume by item at this time. Orders will be in placed in phases throughout the contract

### **Background**

The District currently has a large install base of operational switches located both in their central offices and at the 155 school and administrative sites. The switches are at various ages in terms of useful life and are the focus of this Bid.

### **Review of the Existing Technical Architecture:**

The District data centers are located at the Educational Services Center (ESC), 1829 Denver West Drive, Building #27, Golden, Colorado and Quail Datacenter, 809 Quail Lakewood, Colorado. All data services are provided to remote locations via a routed IP network using a hub and spoke design. Currently, the District operates 155 remote locations connected by CenturyLink Metropolitan Optical Ethernet (QMOE) service. Details of the current Wide Area Network (WAN) connectivity are as follows:

- Elementary and middle schools are provisioned with a 100 Mbps QMOE service port.
- High schools and Warren Tech are provisioned with a 200 Mbps QMOE service port.
- The connection between the ESC and Quail datacenters is 10GB.
- The schools located in the north area use a primary connection provided by the ESC datacenter and with a fail over connections provided by the Quail datacenter. Schools located in the south area use a primary connection provided by Quail with failover connections provided by ESC.
- Distribution of central data services is provided via deployment of redundant Cisco 6500 chassis.
- Localized services are present at each location. This includes printing, file storage, miscellaneous business and curriculum resources.

The District currently has an existing Meraki Wireless LAN infrastructure.

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## **C. OFFEROR INFORMATION AND CONDITIONS**

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### **BID PROCESS AND QUALIFICATION**

The District is soliciting Bids for Wireless Access Data Points including the Cisco Meraki Brand, or an equivalent alternative. A variety of Cisco products are used throughout the District for many different IT related projects, which include E-Rate and non E-Rate related projects.

- a/ Cisco Certification Requirement All Offerors of “Cisco” equipment must be a certified “Cisco Gold Reseller” and provide the company’s Reseller Number on Cisco letterhead indicating the “Cisco Gold Reseller” status. If the District is unable to verify any Offeror’s Reseller Number or “Cisco Gold Reseller” status, said bid will be rejected.
  - b/ Alternatives. Offerors of an alternative single manufacturer must provide the specific model numbers and price after discount of the proposed equivalent to all Cisco model numbers provided in this document.
  - c/ Offerors of an alternative single manufacturer must hold a certification equal to the Cisco Gold Reseller requirements with the proposed manufacture, if applicable.
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1. All contacts regarding this Bid should be done in writing through Vera Kennedy, Vera.Kennedy@jeffco.k12.co.us before January 25, 2:00 pm. This restriction does not apply to District initiated communications to satisfy clarification questions. All questions received before January 25, 2017 , 2:00 pm will be posted with responses on [www.bidnet.com/colorado](http://www.bidnet.com/colorado)
  2. All solutions offered by prospective service providers will be 100% E-rate eligible (for eligible locations). Offerors must have a Service Provider Identification Number (SPIN) provided by the Universal Services Administrative Corporation in order to respond to this Bid.
  3. This purchase may be contingent upon receiving approval from the Universal Services Administrative Company for E-rate funding under the Telecommunication section of the E-rate eligible services list.
  4. The district budget for the 2017-2018 school year will not be completed until approximately June 2017. Although the contract must be signed between the district and the successful offeror prior to the E-rate filing deadline, the contract will include language that permits the district to cancel the contract if the Jefferson County Schools Board of Education does not approve budget funding to accommodate the cost of the service or the district does not receive E-rate funding. The District will make efforts to obtain Board approval as soon as reasonably possible.
  5. Bids may be held by the District for a period not to exceed sixty (60) days from the date of the opening of the bids for the purpose of reviewing the Bids and investigating the qualifications of Offerors prior to awarding the Contract.
  6. Bids should be submitted at Offeror’s expense on this form together with supporting documents and attachments **in a sealed envelope** addressed to Vera Kennedy at the Purchasing Department, Jefferson County Public School District on or before the time and date of the bid opening. The sealed envelope should contain 1 hard copy and 1 soft copy of your bid. The Bid shall be

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submitted with the firm's name, the bid number on the envelope. **Late bids will not be accepted.** No oral, telephonic, telegraphic, email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment, insurance and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Offeror shall secure instructions at least 72 hours prior to the opening.

7. No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee.
8. Offeror name and SPIN number **MUST** appear in the upper right corner of all pages of the bid form.
9. In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.
10. The effective period of contracts resulting from this bid is estimated to start by July 1 2017 and shall remain effective for one year. The District reserves the right to renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and selected supplier(s) for an additional one (1) year period, but not to exceed 3 years in total.
11. The District reserves the right to cancel at any time any awards occurring as a result of this proposal, if it is determined by the Director of Purchasing that quality of product or Offeror service/performance is unacceptable.
12. Bids submitted in response to this request shall become the property of the District and be considered public documents under applicable Colorado state law. **DO NOT SUBMIT** bids marked as "confidential." Bids marked as confidential may be considered non-responsive and may not be accepted.
13. The District reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.
14. The District reserves the right to make awards in part or in full for each line item.
15. The District will invoice per the Universal Services Administrative Corporation Billed Entity Applicant Reimbursement Form 472 method.
16. Offeror shall provide, and payment will be contingent upon, all invoices containing:
  - Purchase Order number
  - Equipment serial number(s) by purchase order line number,

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Offeror Name: \_\_\_\_\_  
Offeror Service Provider Identification Number (SPIN): \_\_\_\_\_

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- Hardware/Software support and/or subscription contract number(s) and corresponding term of the support/subscription formatted as dd/mm/yy – dd/mm/yy.

Failure to provide any of this information on the invoice will result in delayed payments and Offeror corrections until said invoice(s) are submitted in accordance with this requirement.

<b><u>Activity</u></b>	<b><u>Date</u></b>
Post Bid	01/19/2017
Q&A inquiries due by	01/25/2017
Q&A addendum posted	01/31/2017
Bid Due	02/17/2017 at 11AM MST
Bid Award	Estimated 02/28/2017
Board of Education Approval	03/09/2017

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Offeror Service Provider Identification Number (SPIN): \_\_\_\_\_

**D. TECHNICAL REQUIREMENTS**

Part	Description
WS-C3650-48FD-S	Layer 3, 48 port PoE+, 2x10GB SFP and 2X1GB SFP or 4x10GB SFP, 1025 WAC, W PoE Power. IP Base IOS
WS-C3650-48FD-S	Layer 3, 48 port PoE+, 2x10GB SFP and 2X1GB SFP or 4x10GB SFP, 1025 WAC, W PoE Power. IP Services IOS
PWR-C2-640WAC/2	Additional 640W power supply for WS-C3650-24PS-L so we can fill the switch with MR42s
PWR-C2-1025WAC/2	1028W AC config 2 Secondary Power Supply
WS-C3650-48FD-L	Layer 2, 48 port L2, 4x10GB SFP, 1025 WAC, 775W PoE Power. LAN Base IOS
WS-C3650-24TS-L	Cisco Catalyst 3650 24 Port Data 4x1G Uplink LAN Base IOS
WS-C3650-48TS-L	Cisco Catalyst 3650 48 Port Data 4x1G Uplink LAN Base IOS
WS-C3850-12S-S	Fiber distribution switches, Layer 2, non-PoE, 350W, 2x10GB SFP and 2x1GB SFP or 4x10GB SFP. IP Base IOS
WS-C3850-12S-S	Fiber distribution switches, Layer 2, non-PoE, 350W, 2x10GB SFP and 2x1GB SFP or 4x10GB SFP. IP Services IOS
WS-C3850-NM-2-10G module	Two slots (left side) support only 1 G SFP modules and two slots (right side) support either 1 G SFP or 10 G SFP modules.
WS-C2960X-48TD-L	Layer 2, 48 port non-PoE, 2X1GB SFP+, LAN Base IOS
WS-C2960X-24TD-L	Layer 2, 24 port non-PoE, 2X1GB SFP+, LAN Base IOS
WS-C4507R+E	Catalyst 4500E 7 slot chassis for 458Gbps/slot, fan
WS-C45010R+E	Catalyst 4500E 10 slot chassis for 458Gbps/slot, fan

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WS-X45-SUP8-E=	Catalyst 4500 E-Series Supervisor 8-E, LAN Base IOS
WS-X4612-SFP-E	Catalyst 4500 E-Series 12-Port GE (SFP)
WS-X4748-RJ45V+E=	Catalyst 4500 E-Series 12-Port GE (SFP)
ISR4331-SEC/K9	Cisco ISR 4331 (3GE, 2NIM, 1SM, 4G FLASH, 4G DRAM, IPB) IP Base IOS
VWIC3-4MFT-T1/E1	4-Port T1/E1 Multiflex Trunk Voice/WAN Interface Cards
MS225-24-HW	24 port non-PoE
LIC-MS225-24-5YR	5 year license for MS225-24-HW
MS225-48-HW	48 port non-PoE
LIC-MS225-48-5YR	5 year license for MS225-48-HW
MS225-24P-HW	24 port PoE
LIC-MS225-24P-5YR	5 year license for MS225-24P-HW
MS225-48FP-HW	48 port PoE
LIC-MS225-48-FP-5YR	5 year license for MS225-48FP-HW
A9K-4T16GE-TR	4x10Gb line card for the ASR9001 Series Router
SFP-10G-SR	SFP for A9K-4T16GE-SE 10Gb Short Range Multiple Mode
SFP-10G-LR	SFP for A9K-4T16GE-SE 10Gb Long Range Single Mode

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**EQUIVALENT TECHNICAL REQUIREMENTS**

Service Provider/Offeror is bidding equivalent equipment or technical requirements.

- Proposed equipment from other manufactures will be reviewed for “equivalency” or to be deemed “equal to” based upon the following criteria:
  - Specifications
  - Quality
  - Design
  - Utility
  - Support/Service (which includes repairs, replacement parts and adjustments.
  - Compatibility and ease of use with existing infrastructure
  - “Plug and Play” capability
  - Warranty Terms and Conditions

The District will make the final determination of the equivalence of the proposed alternative. Offerors should propose the alternative equipment by completing *Tab 2 of Attachment A*.

Offerors proposing equipment they consider to be “equivalent” or “equal to” the specified equipment must attach supporting documentation such as manufacture technical specifications, data sheets, white paper, or other documentation that supports equivalence to the specified equipment.

Offerors proposing equipment they consider to be “equivalent” or “equal to” the specified equipment must attach a description of training of District staff to implement solution including estimated amount of hours to complete training.

Offerors proposing equipment they consider to be “equivalent” or “equal to” the specified equipment must attach implementation plan including amount of hours required for

- Configuration
- Installation
- Any additional task required to complete implantation

If above documentation is not included with the bid submission, the Offeror will be considered non-responsive which will result in disqualification. If it is determined that the proposed alternatives are not equal in all features and functionality, the bid for alternative equipment will not be considered.



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**EVALUATION AND AWARD FACTORS**

**Stage 1**

In stage 1 the District will evaluate bids on the follow criteria:

- Completed and signed Bid Certification Page
- Offeror proof of current E-Rate form 473
- Offeror valid Service Provider Identification (SPIN) number on file with USAC
- Qualification of Service Provider/Offeror Gold reseller
- Meet all the technical requirements

**Stage 2**

Bids will be evaluated and scored on the criteria below listed in order by weight.

- Price of Eligible Products and Services- lowest pricing will receive the maximum points available and points will be decreased as pricing increases (Attachment A).
- Cost to District to Implement Alternate Equipment
- Ability to Deliver

Bids will be awarded to the Offeror with the highest overall score.

## **E. BID SPECIFICATIONS AND SUBMISSION REQUIREMENTS**

### **1. Pricing**

Offerors should complete Attachment A, Bid Pricing Sheet:

- Tab1 for Cisco & Meraki equipment
- Tab 2 for any Alternative equipment

Support/Maintenance pricing must specify if the support is pre-paid (all year(s) paid in advance) or the district will be billed one year at a time on the anniversary date (a purchase order will be issued annually). Multi-year prepaid upfront support is expected to be discounted.

Offerors submitting Alternate equipment must submit a current catalog number/identifier if bidding other than manufactures specified. Failure to submit complete specification may be cause for rejection of bid item

### **2. Delivery**

**All prices must include shipping. Prices shall be FOB destination inside delivery.**

Deliveries under this Quote shall be F.O.B. destination and freight must be included in pricing. No minimum dollar amount or quantity for delivery. Title and risk of loss of all goods shall pass to the District upon final acceptance.

Please provide lead time for equipment: \_\_\_\_\_ days ARO (after receipt of order)

The District will not accept shipment of any hardware that is shipped with invalid warranties, licenses/IOS, no support entitlement, and/or incorrect product configurations

Delivery will be made to:  
809 Quail Street Bldg. 1  
Lakewood, CO 80215.  
2<sup>nd</sup> floor Disaster Recovery Room

### **3. Warranty**

Include all Warranty Terms and Conditions for each item listed in the bid.

Attach warranty information, e.g. effective dates, coverage, parts, labor, duration, etc:

Name, address and telephone number of local factory authorized parts and service facilities (If not applicable, write in "N/A"):

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**4. Offeror Qualifications**

Offeror must attach proof of current E-Rate form 473 and Service Provider Identification Number (SPIN) on file with USAC.

Offeror must attach a letter from Cisco, on Cisco letterhead, stating that Offeror is an authorized Cisco Gold reseller. Offeror of an alternative single manufacture must also provide letter from Manufacturer, on Manufacturer letterhead stating that the Offeror is an authorized reseller holding the certification equal to Gold Reseller requirements.

How many years have you been engaged in this type of business? \_\_\_\_\_

Are there any litigation, judgments or liens pending, or have there been any filed against your firm in the last 18 months?

NO \_\_\_\_\_ YES \_\_\_\_\_

Explain:

Has bankruptcy or reorganization ever been filed by your firm?

NO \_\_\_\_\_ YES \_\_\_\_\_

Explain:

List at least one (1) and up to four (4) organizations that you have been a service provider to during the last five (5) years. These organizations should be comparable in size, deployment, and usage to the District and within K12, Institutions of Higher Education, or industries with similar wireless deployment/usage practices.

Please provide contact name, phone number and email address.

Provide name of contact person for additional financial information:

**F. ADDENDA ACKNOWLEDGEMENT**

Number of Addendum received: \_\_\_\_\_.

Offerors who fail to acknowledge receipt of all Addenda issued may be declared non-responsive. It is the Offeror's responsibility to verify the number of Addenda issued.

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**G. TERMS AND CONDITIONS**

**AWARD:** The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids/proposals, or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident Offerors against nonresident Offerors to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Offeror.

**MODIFICATION:** Any alteration, erasure or interlineations by the Offeror in this bid may constitute cause for rejection by the Director of Purchasing or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Offeror's letterhead.

**COMPLETION:** Offeror shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this bid be completed using either black ink or black type.

**ACCURACY:** Accuracy of the quotation is the responsibility of the Offeror. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented. The Director of Purchasing or designee must do this in writing 24 hours after notification.

**PRICING:** The unit price for each item shall be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract. If prices decrease during the term of this contract, the successful Offeror must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

**PAYMENT:** The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to **Jefferson County Public School District, Accounts Payable, P.O. Box 4001, Golden, Colorado 80401.**

**QUALITY:** All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Director of Purchasing or designee. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The Director of Purchasing or designee shall have the right at all times during the performance of this Agreement to conduct such tests and inspections as is deemed necessary to assure Offeror's compliance with this Agreement. The District will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

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**QUANTITIES:** The District neither states nor implies that actual purchases will equal the estimate. It is the intent of this bid that the District be supplied with more or less of the materials according to actual needs. Do not bid groups of items together as “all or none.” Advise any minimum order quantities that apply.

**SHIPPING:** Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance.

**DELIVERY:** Delivery dates must be specified on this bid. Time is of the essence. Delivery is part of the consideration and the advised delivery date given on this bid must be complied with unless otherwise instructed by the Director of Purchasing or designee. The District will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of The District or authorized District purchasing card.

**SPECIFICATIONS:** Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the District includes manufacturer/brand name and numbers as a part of the description of any item, the Offeror may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording “no substitute” in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The District reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

**TABULATION:** Copies of bid tabulation sheets will be available to Offerors upon request at the rate of twenty-five cents per page (one-sided) payable in advance. Offerors may record information at the time of public opening.

**SAMPLES:** Samples of items, when requested/required, must be furnished free of expense and if not destroyed, will be returned upon request at the Offerors’ expense.

**NON-COLLUSION:** By submission of the bid, the Offeror certifies that the bid has been arrived at independently and submitted without collusion with any other Offeror and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Offeror or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

**GRATUITIES:** Offerors are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Offerors, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; employees may be disciplined according to District Policy.

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**CANCELLATION:** The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Offeror may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Offeror or deducted from any money due the delinquent Offeror.

**TERMINATION:** The District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for payment of this contract for services rendered or goods provided before the effective date of termination.

**COMPLIANCE:** The Offeror agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

**GOVERNING LAW:** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Jefferson County, State of Colorado. The transaction shall be governed by the laws of the State of Colorado.

**TAX:** The District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Offeror is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Offeror to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes. The Offeror shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.

**HAZARDOUS MATERIAL:** The Offeror represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

**HOLD HARMLESS:** The Offeror agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid.

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**INDEMNIFICATION:** The Offeror agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Offeror, its servants or agents. To this extent, the Offeror agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

**APPROPRIATIONS & APPROVAL:** Any and all obligations of the District under this Agreement may be subject to annual approval and/or budgeting and appropriation by the District.

**EQUAL OPPORTUNITY:** In connection with the performance of any work under the bid, the Offeror shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

**INSURANCE:** The Offeror will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Offeror or his agents. The Offeror will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than \$2,000,000 (\$2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage; auto liability combined single limit \$2,000,000.00, \$2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy or if the aggregate drops below \$1,000,000 on any policy. The Offeror will furnish copies of insurance certificates for statutory workers compensation and employer's liability with limits of not less than \$1,000,000.00.

**ILLEGAL ALIENS:** Pursuant to Colo. Rev. Stat. § 8-17.5-101 *et. seq.*, the District cannot enter into or renew a public contract for services with a Offeror/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.

In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 *et. seq.*, Offeror/Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that the Offeror/Contractor will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Offeror/Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Offeror/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Offeror/Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Offeror/Contractor shall not use the E-Verify Program or the Department

**CONTINUATION SHEET  
FORMAL BID 24235  
E-RATE Operational Switches BID**

**Offeror Name:** \_\_\_\_\_  
**Offeror Service Provider Identification Number (SPIN):** \_\_\_\_\_

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Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If Offeror/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Offeror/Contractor shall:

- a. Notify the subcontractor and the District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Offeror/Contractor shall not terminate 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.

Offeror/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If Offeror/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and Offeror/Contractor shall be liable for actual and consequential damages.

If Offeror/Contractor is a natural person eighteen years of age or older, Offeror/Contractor hereby swears or affirms under penalty of perjury that the Offeror/Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

**CRIMINAL RECORD VERIFICATION:** Successful Offeror will be required to complete Criminal record check on any person providing services under the contract, employees, subcontractors or other agents of Offeror who work on district property for this contract. Employees, subcontractors or other agents of Offeror who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract. The Offeror must complete the district's Criminal Records Check Certification. Each individual Offeror will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.