

REQUEST FOR PROPOSAL For Network Transport and Access

PIKES PEAK LIBRARY DISTRICT Colorado Springs, CO

RFP # 520-25-03

The Pikes Peak Library District (PPLD) invites qualified vendors to submit a response to a Request for Proposal for network transport and access for PPLD.

Proposal deadline is 2 p.m. MST on Tuesday, February 25, 2025

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1. Terms & Condition

- 1.1. <u>Purpose:</u> PPLD is seeking proposals from qualified service provider(s) capable of meeting the internet access and interconnectivity requirements between the PPLD facilities. PPLD has existing internet and Metro Ethernet service contracts that are at or near the end of the current contract term. The objective is to identify the capabilities and level of service that will meet the current demand and have the flexibility to expand as required to meet the evolving demand of the 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, 2025. The intent is to contract the selected services for a period of three (3) years with the option for two (2) additional one (1) year extensions thereafter.
 - 1.1.1. Vendors must follow all requirements and guidelines associated with the Form 470 and E-RATE program.
 - 1.1.2. The successful vendor is responsible for qualifying in the Federal ERATE program (i.e., must possess Federal SPIN number and the SPI invoicing option).
 - 1.1.3. If the E-RATE program does not fund this service, then this RFP becomes canceled and PPLD will pursue other options for the period July 1, 2025 through June 30, 2028, with options to extend to June 30, 2030.
 - 1.1.4. All Category 2 equipment must be labeled by the vendor with the funding request number (FRN).
- 1.2. <u>Interested Parties:</u> 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. <u>Point of Contact:</u> Questions and requests for clarification must be sent via e-mail to Kim Hoggatt, Controller, at khoggatt@ppld.org and Daniel Stone, Director of IT Infrastructure, at dstone@ppld.org. Please include the RFP number, title, and words "question" and/or "clarification" in the subject line of the e-mail.

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

All answers to questions and requests for clarification will be posted on the PPLD website: $\underline{\text{http://ppld.org/request-for-proposals}} \ .$

Any PPLD response that is considered to be a change in terms, conditions, and specifications of this RFP will be published as an addendum. No communications of any kind may be considered as a change to the terms, conditions, and specifications in this RFP unless posted as a formal addendum on the link above.

- 1.4. <u>Equal Opportunity:</u> 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.
- 1.5. <u>Expenses:</u> PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- 1.6. <u>Conflict of Interest</u>: Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded
- 1.7. <u>Independent Contractor:</u> The Vendor is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the Contractor 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 Contractor for all purposes. The Contractor shall make no representation that it is the employee of PPLD for any purpose.
- 1.8. <u>Immigration Clause:</u> The Vendor is aware of Colorado's Immigration /Illegal alien laws pertaining to

public contracts. Addendum C - Immigration Clause for Contracts (Colorado Statute 8-17.5-102) must be signed and attached.

- 1.9. <u>General Requirements:</u> PPLD reserves the right to amend this RFP up to seven (7) business days prior to the date set for receipt of proposals. In addition, PPLD may extend deadlines or withdraw this RFP at any time prior to an award.
- 1.10. <u>Tax Exemption:</u> PPLD, as a local government entity, is **exempt from sales and use taxes**. Vendors will inform all prospective subcontractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, PPLD will furnish tax exemption certificate(s) to the Vendor.
- 1.11. Governing Law: The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in El Paso County, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

1.12. RFP Schedule:

RFP released	Tuesday, January 28, 2025
Deadline for final questions	· · · · · · · · · · · · · · · · · · ·
Deadline to return answered questions	Tuesday, February 11, 2025
Proposals due	Tuesday, February 25, 2025 at 2 pm
Board Review and Decision	
Award Notification	on or before Friday, March 21, 2025

2. Proposal Submission, Selection, and Contract Formation

2.1. Proposal Submission

- 2.1.1. Substantive proposals: 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, Contractor, or corporation from proposing; (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.
- 2.1.2. <u>Submission Information and Documents:</u> The proposal must be comprehensive and address all RFP requirements. To ensure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:
 - 2.1.2.1. Addendum A PROPOSAL COVER SHEET
 - 2.1.2.2. Addendum B CHECKLIST, QUESTIONNAIRE, AND PRICING

Vendor is required to submit a response for each numbered or lettered item of Addendum B, the response must be in the same format and sequence as in the RFP. The response must include description, schedules, when required, and any additional clarifying information, such as appendices, charts, diagrams, etc..

- 2.1.2.3. Addendum C IMMIGRATION CLAUSE FOR CONTRACTS
- 2.1.2.4. List of exceptions or deviations (if any)
- 2.1.3. <u>Signatures:</u> The proposal must be signed by an officer of the proposing Contractor.
- 2.1.4. Exceptions and Deviations: Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.
- 2.1.5. <u>Integration with Contract</u>: The winning proposal will be included and integrated into the final contract

documents.

2.1.6. <u>Proposal Submission:</u> Proposals are to be submitted electronically or in sealed envelopes, identified with the proposal number and title with all attachments. See the RFP Schedule above for due dates. Vendors must submit one (1) hard copy and (1) soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:

Pikes Peak Library District Attn: Kim Hoggatt and Daniel Stone Finance Office RFP # 520-25-02 1175 Chapel Hills Drive, Colorado Springs, CO, 80920

Additional copies may be requested by Pikes Peak Library District. Pikes Peak Library District is not liable for any cost incurred by prospective respondents prior to the issuance of contract(s).

The deadline (Contractor) is **Tuesday**, **February 25**, **2025 no later than 2 p.m**. local time. Proposals delivered after that time will be received but will be rejected for being late.

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

- 2.1.7. <u>Duration of Proposal Offer:</u> 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 through documented change orders.
- 2.1.8. Withdrawal of Proposal: 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 proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal's due date.
- 2.1.9. Information to Vendors:
 - 2.1.9.1. No proposal shall be accepted from, and no contract will be awarded to any person, Vendor or corporation that is deemed irresponsible or unreliable by PPLD. If requested, Vendors will submit satisfactory evidence that they have practical knowledge of the service bid upon and that they have the necessary financial resources to provide the proposed service called for as described in this Request for Proposal.
 - 2.1.9.2. PPLD reserves the right to investigate the Vendor's financial stability. This may include reviewing financial statements, checking bank references, and interviewing past contractors, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.
- 2.1.10. <u>Confidentiality:</u> All materials submitted in response to this RFP become the property of PPLD, upon delivery.

Proposals are public information. If a contractor submits proprietary information, the contractor will label each proprietary page as "CONFIDENTIAL" and submit it in a separate package so PPLD will not release any information marked as Confidential.

- 2.1.11. <u>Subcontracting:</u> PPLD must authorize the use of subcontractors. All subcontractors must meet the same qualifications as the Vendor
- 2.1.12. <u>Insurance Requirements:</u> The successful proposer shall have at the minimum, the following coverage: commercial general liability, automobile liability, excess liability, and worker's compensation liability. The Contractor shall submit in their proposals, ACORD certificates and/or other proof of the following insurances:

2.1.12.1.	General Liability	\$1,000,000
2.1.12.2.	Automobile Liability	\$1,000,000
2.1.12.3.	Excess (umbrella) Liability	\$1,000,000
2.1.12.4.	Per Truck	\$100,000

- 2.1.12.5. Per Occurrence
- \$1,000,000
- 2.1.12.6. Worker's Compensation liability that meets statutory requirements.
- 2.1.13. <u>Indemnification:</u> 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, including operations or performance of sub-contractors and suppliers and acts or omissions of officers, employees, or agents of the Contractor or its sub-contractors or suppliers.
- 2.1.14. <u>Schedule:</u> By submitting a proposal, the proposer guarantees that it will be able to comply with the agreed upon, overall schedule.
- 2.1.15. <u>Continuity:</u> By submitting a proposal, the proposer will make its best efforts to ensure that the key team member(s) remain assigned to the PPLD's project for the duration of contract. Any changes to the staffing of this engagement must be discussed up front with PPLD personnel.

2.2. <u>Selection</u>

- 2.2.1. <u>Right of Acceptance and Rejection:</u> PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PPLD. PPLD is not bound to accept the lowest price proposal.
- 2.2.2. <u>Selection:</u> It is the intent of PPLD to select only responsible and responsive Vendors. Bidder's proposal should include the most favorable terms and conditions.
- 2.2.3. <u>Negotiation:</u> PPLD reserves the right to negotiate terms and conditions of the contract with the winning Contractor.
- 2.2.4. <u>Basis of Award:</u> An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this RFP. The recommendations of this team 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 nor ranking in order of importance:

Bid Completeness- Ability to	25%
meet performance requirements	
Ability to offer service options	15%
(3.13, 3.14, and 3.15)	
References	10%
Pricing	50%
Total	100%

2.2.5. Non-Appropriation/TABOR Amendment: PPLD and Vendor acknowledge and agree that this Agreement does not constitute a multi-year financial obligation of PPLD under the Taxpayers Bill of Rights (TABOR) of the Colorado Constitution. Therefore, this Agreement is subject to annual appropriation for payment by PPLD's Board of Trustees In the event of a non-appropriation for payment by PPLD, this Agreement shall terminate without further obligation (financial or otherwise) of PPLD to Vendor on 30 days written notice to Vendor, other than for payments on services previously rendered through the termination of the Agreement.

2.3. <u>Contract Formation</u>

2.3.1. <u>Agreement in Writing</u>: Following selection of a proposal, the Vendor will be required to enter into a written contract with PPLD for maintaining project equipment for a minimum three-year period after installation.

The winning Bidder's RFP proposal will be included and integrated into the final contract documents. It is in the Bidder's best interest to ensure the proposal is accurate to allow for the integration with minimal changes.

If you have a formal or standard contract that you typically use with such projects, please attach a copy to your Proposal. A Service Agreement is not a condition of accepting an 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.

- 2.3.2. <u>Amendments to Contract</u>: Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties.
- 2.3.3. 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 payments to the successful Contractor for the purpose of set offer until such time as the exact amount of damages due PPLD from the successful Bidder is determined.
- 2.3.4. <u>Termination of Contract for Convenience</u>: PPLD may terminate the Contract at any time by giving written notice to the successful Vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Vendor under the Contract shall, at the option of PPLD, become its property.
- 2.3.5. <u>Cancellation:</u> 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

- 3.1. Objective: PPLD has multiple locations that require broadband internet and Wide Area Network (WAN) connectivity.
 - 3.1.1. The current configuration is a full mesh Metro Ethernet with three (3) Ethernet Dedicated Internet (EDI) access connections at 1 Gigabit Per Second (Gbps) each. PPLD is changing from this model to a new configuration that includes dedicated internet at each location, reflected in the network diagrams at the end of this document.
 - 3.1.2. The circuit vendor will be responsible for management of all non-customer-owned routers.
 - 3.1.3. A list of the sites, corresponding addresses, and a map of the respective locations is included in Appendix A
- 3.2. The RFP includes this one component:
 - 3.2.1. Broadband Internet Service at all locations identified in Appendix A.
- 3.3. The effective date will be the date signed. However, the service start date shall be July 1, 2025. This will allow time for any build or planned infrastructure enhancements. The contract will be for three (3) years with the possibility of two (2) one-year extensions.
- 3.4. PPLD wants to move its current blocks of IP addresses to the winning bidder.
- 3.5. PPLD may require additional sites in the future under this RFP.

3.6. Bandwidth Capacity - Table 1 specifies B/W Requirements for each site to the internet and WAN cloud with an add alternate for increase B/W.

Table 1 Baseline Broadband Requirements

Current Desired Curren					Add
Location	B/W to Internet	B/W to Internet	B/W	Add Alternate	Alternate
Library 21C	1 Gbps	1 Gbps	1 Gbps	2 Gbps	10 Gbps
East	1 Gbps	1 Gbps	1 Gbps	2 Gbps	10 Gbps
Penrose	1 Gbps	1 Gbps	1 Gbps	2 Gbps	10 Gbps
Sand Creek		1 Gbps	1 Gbps	2 Gbps	1 Gbps
Cheyenne Mountain		500 Mbps	200 Mbps	200 Mbps	1 Gbps
Manitou Springs		500 Mbps	100 Mbps	200 Mbps	1 Gbps
Fountain		500 Mbps	100 Mbps	200 Mbps	1 Gbps
High Prairie		500 Mbps	100 Mbps	200 Mbps	1 Gbps
Monument		500 Mbps	200 Mbps	200 Mbps	1 Gbps
Old Colorado City		500 Mbps	200 Mbps	200 Mbps	1 Gbps
Palmer Lake		500 Mbps	100 Mbps	200 Mbps	1 Gbps
Ute Pass		500 Mbps	100 Mbps	200 Mbps	1 Gbps
Ruth Holley		500 Mbps	200 Mbps	200 Mbps	1Gbps
Calhan		500 Mbps	100 Mbps	200 Mbps	1 Gbps
Data Center	1 Gbps	2 Gbps	1 Gbps	1 Gbps	10 Gbps

^{3.7.} Traffic Type Requirements.

^{3.7.1.} PPLD tags traffic for QoS purposes and will require that the circuit vendor preserve and honor all QoS tags.

- 3.7.2. PPLD has deployed Meraki devices which will require the use of OSPF. The circuit vendor must support OSPF and other multicast-based routing protocols.
- 3.7.3. PPLD will deploy multicast-based applications in the next year. The vendor must support generic multicast traffic.
- 3.8. Network Monitoring Tools. The PPLD IT staff will require access to any tools the vendor can provide for situational awareness on the network health and performance information. The vendor will provide network monitoring tools with a focus on alerts, outages, capacity, latency, and throughput. The vendor will provide training for the network monitoring tools. The vendor will monitor the network and notify PPLD of any outages, issues with capacity, latency, and/or throughput.
- 3.9. Vendor Equipment. PPLD will provide rack space for vendor equipment. The vendor will provide a list of equipment that will be installed along with the power and cooling requirements. Vendors will assume in their proposal that PPLD will install inside wiring or any demarcation extension.
- 3.10. Redundancy and Reliability. The vendor must provide levels of redundancy and up-time percentage within the offering for internet access.
- 3.11. Service Level Agreement (SLA). The vendor must provide support services offered on a 24/7/365 basis.
- 3.12. Security. The vendor will provide services to ensure and enhance the security of the network.
- 3.13. SD-WAN. Vendor will provide all options for SD-WAN coverage for all locations listed in Appendix A.
- 3.14. Bandwidth Bursting. Vendor will provide all options for Bandwidth Bursting for all locations listed in Appendix A
- 3.15. Virtual Firewalls. Vendor will provide all options for Virtual Firewall coverage for all locations listed in Appendix A
- 3.16. Additional documentation. The vendor should provide the following documentation in their bid:
 - 3.16.1. Service level agreement including guaranteed up time, refund policy and calculation formula, notification requirements and response time.
 - 3.16.2. Network map
 - 3.16.3. Documentation on network monitoring tools
 - 3.16.4. List of equipment with power and cooling requirements
 - 3.16.5. Description of methods used for network security
 - 3.16.6. Description of routing protocols available

4. Vendor Information

The following information and documents must be included in submitted proposal:

- 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. Provide statements from a minimum of 3 references, including name, telephone number and a brief statement describing their association with your company. References from clients of a similar nature to PPLD are preferred, e.g.: other library, educational or public sector clients. References from the Colorado Front Range are also preferred.
- 4.4. Vendor must be a primary provider or authorized reseller of the service being proposed. Evidence of authorization may be requested.
- 4.5. The successful service provider will demonstrate knowledge of internet access and Wide Area Network (WAN) operating requirements, innovative solutions and a demonstrated level of ability to provide a redundant and reliable solution and shall have been in business for no less than five years.

- 4.6. E-Rate program. The successful bidder will be responsible for qualifying in the Federal E-Rate program. Bidders must comply with the following subparagraphs:
 - 4.6.1. PPLD expects the Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
 - 4.6.2. 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.

5. Pricing

5.1. <u>Minimum Services:</u> Vendors are to complete the pricing table spreadsheet to reflect the specific pricing features of their solution. 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.

APPENDIX A- LIST OF SITES AND ADDRESSES

Calhan

600 Bank Street Calhan, CO 80808

<u>Cheyenne Mountain Library</u> 1785 S. 8th St. Suite 100

Colorado Springs, CO 80905

East Library

5550 N. Union Blvd. Colorado Springs, CO 80918

Fountain Library

230 South Main St. Fountain, CO 80817

High Prairie Library

7035 Old Meridian Rd. Peyton, CO 80831

Library 21c

1175 Chapel Hills Dr. Colorado Springs, CO 80920

Manitou Springs Library

701 Manitou Ave.

Manitou Springs, CO 80829

Monument Library

1706 Lake Woodmoor Dr. Monument, CO 80132

Old Colorado City Library

2418 West Pikes Peak Ave Colorado Springs, CO 80904

Palmer Lake Library

66 Lower Glenway Palmer Lake, CO 80133

Penrose Library

20 N. Cascade Ave Colorado Springs, CO 80903

Rockrimmon Library

832 Village Center Dr. Colorado Springs, CO 80915

Ruth Holley Library

685 North Murray Blvd. Colorado Springs, CO 80915

Sand Creek Library

1821 South Academy Blvd. Colorado Springs, CO 80916

Ute Pass Library

8010 Severy

Cascade, CO 80809

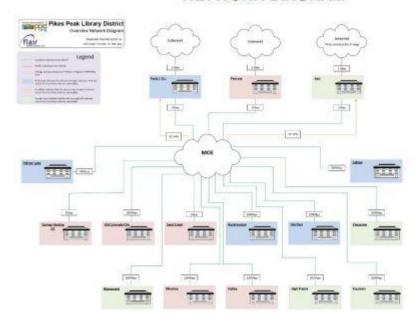
Data Center

102 S. Tejon St.

Colorado Springs, CO 80903

LEGACY (CURRENT) NETWORK DIAGRAM

NETWORK DIAGRAM



DESIRED (NEW) NETWORK DIAGRAM

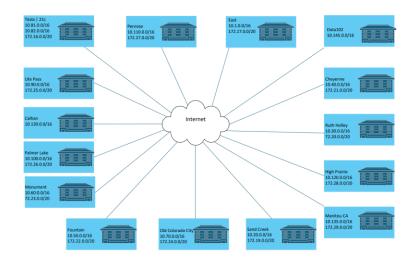


Overview Network Diagram

Summary:
All sites will have their own internet with a site to site vpn going to each of the big 3 for backup internet and a site to site connection to the data center for server needs.

We would also like to keep our current ip addresses if possible.

21c: 208.186.119.160/28
Penrose: 64.16.31.80/28
East: 64.16.31.144/28



ADDENDUM A - PROPOSAL COVER SHEET

I.	GENERAL INFORMATION
	1. COMPANY NAME
	2. ADDRESS
	3. PHONE
	5. E-MAIL AND WEBSITE
	6. CONTACT
II.	STATEMENT OF MINIMUM QUALIFICATION
I, _	(printed name) hereby declare
tha	t I am the(title) of
nar of	(name of Company) submitting sprofile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above med Company. All information set forth in this profile and declaration and all attachments hereto are, to the best my knowledge, true, accurate, and complete as of the submission date. e signer further certifies that (please initial):
a.	The Company has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Company understands all instructions requirements, specifications, and terms and conditions of this RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of this RFP.
b.	This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.
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.

_The Company is aware of Colorado's Immigration / illegal alien laws pertaining to public contracts.

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

Authorized Signature

Date

ADDENDUM B - CHECKLIST, QUESTIONNAIRE, AND PRICING FORM

QUALIFICATIONS (Fill in or attach additional pages as needed): A. SIZE and AGE of Contractor _____ **B. COMPANY'S EXPERIENCE:** 1. REFERENCES: 1.1. List location, owner, and completion date of at least three (3) projects with similar scope. Company Name:______ Contact Name:_____ Address: Phone: Scope of service performed: Company Name: _____ Contact Name: _____ Address: Phone: Scope of service performed: Company Name: _____ Contact Name: ____ Phone: Address:___ Scope of service performed:

2. PRICING:

See pricing spreadsheet.

ADDENDUM C - 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 sub-contractor 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 the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the "E-Verify Program") or the department program administered by the Colorado Department of Labor and Employment (the "Department Program").

Contractor shall not use the E-Verify Program or the Department 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 sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

Notify the sub-contractor and PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the sub-contract with the sub-contractor if, within three days of receiving the notice, 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 sub-contractor provides information to establish that the sub-contractor 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 (the "Department") made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

Authorized Signature	Date	