



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

E-RATE NETWORK SWITCHES

IFB #19-680-002

BID SCHEDULE

IFB Posted to BidNet

November 13, 2018

Supplier Questions due

November 20, 2018 @ 2:00 p.m.

Addendum Posted to BidNet

November 26, 2018

IFB Closing Date

December 13, 2018 @ 2:00 p.m.

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**INVITATION FOR BID
E-RATE NETWORK SWITCHES
IFB #19-680-002**

Poudre School District (the District) is requesting sealed bids from professional and qualified suppliers for the purchase of Aruba-HP network switches or equivalent alternative.

This Invitation for Bid (IFB) is published in conjunction with the Universal Services Administrative Corporation E-Rate Form 470 schedule.

A copy of the IFB and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding the bid specifications must be emailed to Karen Wailly (kwailly@psdschools.org) by 2 p.m. MST on **November 20, 2018**. The questions and responses will be compiled and posted as an addendum to BidNet by November 26, 2018.

Bid responses must be received by 2 p.m. MST (PSD clock) on **December 13, 2018**. Two (2) copies of your written Bid (each in a single binder), as well as one (1) complete PDF electronic copy submitted on a USB drive, shall be sealed in a package, marked with your company name and "19-680-002" and mailed or delivered to:

Karen Wailly
Poudre School District
Purchasing & Materials Management
1502 South Timberline Road
Fort Collins, CO 80524

Bids will be opened at 2 p.m. MST on December 13, 2018 in the Poudre School District Purchasing and Materials Management Conference Room, 1502 S. Timberline Rd., Fort Collins, Colorado.

It is the sole responsibility of the Supplier to see that the bids are received by the submission deadline. The Supplier shall bear all risks associated with delays in the U.S. mail or delivery service.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the school district. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham bids: Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature on this bid assures that such bid is genuine and is not a collusive or sham bid.

Sincerely,
Karen Wailly
Senior Procurement Agent

**INVITATION FOR BID
E-RATE NETWORK SWITCHES
IFB #19-680-002**

1.0 BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of District families choose to send their children to their neighborhood school, the district does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District by all prospective Suppliers on behalf of District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.3 Submission of a Bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the Bid.
- 2.4 Supplier must provide all requested information. Failure to do so may result in rejection of the Bid at the option of the District.
- 2.5 The School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request.
PSD Tax Exempt Number: 98-03335
- 2.6 It shall be the sole responsibility of the Supplier to pay for any type of delivery service charge and to see that the District Purchasing and Materials Management Department receives the supplier bid on time. The bid clock used shall be the District Purchasing bid clock. The District does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.
- 2.7 All submitted
Bids received by the specified time and date will be opened and publicly read.
- 2.8 Bids must meet or exceed specifications contained in the bid document.
- 2.9 Supplier warrants that all work will conform within applicable specifications, samples and/or other descriptions given to the District and will be free from defects.
- 2.10 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Supplier shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.11 The Supplier, by affixing its signature to this Bid, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid for the same items or with the District. The Supplier also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.12 All obligations of the District under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the District. Notwithstanding any other provision of the contract, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Colorado law.

- 2.13 The awarded Supplier shall be held entirely responsible for any and all damage to adjacent property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB.
- 2.14 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.15 Supplier shall provide any and all services covered by a District purchase order or agreement, as an independent Contractor of the District, and the persons performing such services shall not be considered employees of the District. Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Contractors and subcontractors for services directly or indirectly related to the solicitation.
- 2.16 Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.17 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file

copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 2.18 Payment for the services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect the product of such services and to reject any or all of which are, in the District's judgment, defective or nonconforming. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.
- 2.19 Supplier warrants that all services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall be free from defects in material and workmanship. Supplier warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Supplier warrants that such goods and/or services shall be fit for that particular purpose. Supplier agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Supplier's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Supplier its costs incurred therefor.
- 2.20 Supplier agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.21 All chemicals, equipment and materials proposed and/or used by the Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment when applicable.
- 2.22 The Supplier shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.23 A submission of a Bid in response to this IFB is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB.
- 2.24 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.25 The successful Supplier will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 2.26 Upon publication of the "Notice of Intent to Make an Award," the procurement file for this solicitation, including the Suppliers' offer, shall be available for public inspection in accordance with the State's Public (Open) Records Act (see Section 24-72-204 et. seq., C.R.S., as amended).

- 2.27 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 Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.28 Bids shall contain a manual signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign Bid may invalidate same and it may not be considered for award.
- 2.29 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Bid Solicitation, the Special Conditions shall prevail.
- 2.30 The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.31 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via the BidNet service. The Supplier shall acknowledge receipt of the addenda. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.32 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the bid evaluation purposes.
- 2.33 All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Supplier with its Bid. If the Supplier fails to supply any required information or documents, its Bid may be considered non-responsive and ineligible for award.
- 2.34 The accuracy of the Bid is the sole responsibility of the Supplier. No changes in the Bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.35 The District may, at its sole and absolute discretion:
- 2.35.1 Reject any and all or parts of any or all Bids submitted by prospective Suppliers;
 - 2.35.2 Re-advertise this solicitation;
 - 2.35.3 Postpone or cancel the Bid process for this solicitation;
 - 2.35.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Bid or in Bids received in conjunction with this Bid; and/or
 - 2.35.5 Determine the criteria and process whereby Bids are evaluated and awarded.

- 2.36 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing Bids in response to this bid solicitation.
- 2.37 All pricing submitted shall be FOB destination inside delivery. Title and risk of loss of all goods shall pass to the District upon final acceptance.
- 2.38 Supplier must provide a minimum of three (3) verifiable business references within the previous three (3) years.
- 2.39 Supplier must have a minimum of three (3) years of continuous service and currently be in good standing with the Better Business Bureau.
- 2.40 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.41 The District is subject to the Colorado Open Records Act, Colorado Revised Statutes Title 24, Article 72 (the "Act"). Public records, as defined in the Act, will be made available to requesting parties if subject to disclosure under the Act. Materials marked "Confidential" and/or "Proprietary" by the Supplier will only be withheld if they are subject to withholding under the Act.

3.0 SPECIFIC CONDITIONS

- 3.1 To be eligible for award, Supplier must:
 - 3.1.1 Register as a supplier on the BidNet System (<http://www.RockyMountainBidSystem.com>), download this solicitation and all documents associated with it.
 - 3.1.2 Provide applicable Service Provider Identification Number (SPIN) verifying its participation in the federal E-Rate program approved by the FCC and administered by the Schools and Libraries.
- 3.2 Where a product description is a manufacturer's name followed by "or approved equal," the Supplier may submit a proposed equivalent product by other manufacturers for review. The use of an alternative product that is of equal quality and meets the requirements of the District's Consultant will be permitted subject to the approval of the District's Consultant in accordance with the following. The Supplier shall submit a request for a substitution of an "or approved equal" item with its Bid. The burden of proof as to the comparative quality and suitability of alternative products shall be on the Supplier. The Supplier shall furnish, at its own expense, data substantiating its request for a substitution and all other information necessary as required by the District's Consultant. The District's Consultant shall be the sole judge as to the comparative quality and suitability of alternative products and its decision shall be final.
- 3.3 The successful Supplier must guarantee that it will provide only authentic OEM equipment. Third-party parts or components will not be accepted. The District will not

accept shipments of any equipment that is shipped with invalid warranties, invalid software licenses, no support entitlement and/or incorrect product configurations that are found to be sourced from outside authorized channels.

- 3.4 Supplier must submit a current catalog number/identifier if bidding other than manufacturers specified. Failure to submit complete specification may be cause for rejection of Bid items.
- 3.5 Supplier proposing equipment it considers to be “equivalent” or “equal to” the specified equipment must attach supporting documentation such as manufacturer technical specifications, data sheets, white paper or other documentation that supports equivalence to the specified equipment.
- 3.6 Supplier proposing equipment it considers to be “equivalent” or “equal to” the specified equipment must attach a description of training for District staff to implement solution including estimated number of hours to complete training.
- 3.7 Supplier proposing equipment it considers to be “equivalent” or “equal to” the specified equipment must attach an implementation plan including number of hours required for
 - configuration,
 - installation, and
 - any additional task required to complete implementation.
- 3.8 For services requiring Supplier’s presence on District Property, the successful Supplier must provide proof of insurance that meets the insurance requirements stated in Section 8.0 of this IFB document. Supplier must maintain the required insurance during the term of the Contract.
- 3.9 Supplier must indicate cost of E-Rate ineligible items.
- 3.10 The purchase resulting from this IFB may be contingent upon approval from the Universal Services Administrative Company for E-Rate funding.
- 3.11 Awarded Supplier must have a SPIN provided by the USAC and proof of current E-Rate SPAC 473 form.
- 3.12 Awarded Supplier must be willing to invoice USAC using the Service Provider Invoice (SPI) method.

4.0 PROJECT SCOPE AND SPECIFICATIONS

- 4.1 Supplier understands that this is a non-binding forecast subject to factors outside of Purchasing Agent's control, which may result in actual demand increasing or decreasing from figures provided.
- 4.2 Proposed products must be compatible with the District's current network infrastructure configuration scheme, functionality, and management platform.
- 4.3 Delivery is required within four weeks of order date.

School/Site	Bundles		SFPs		Switches and modules				Power
	JL001A 5412 chassis bundle	JL003A 5406 chassis bundle	J4858D 1Gb SX	J9151A 10GB SR	JL255A 24-port 2930 switch	JL256A 48-port 2930 switch	J9986A 24p PoE GT	J9990A 20-port GT/4-port SFP	JL9829A RPS
Beattie	0	2	2	2	0	0	5	0	4
Bennett	0	3	4	2	0	0	8	0	4
Bethke	1	2	8	0	2	0	5	1	5
Dunn	1	0	2	2	1	0	5	0	3
Fullana*	0	1	0	2	0	0	3	0	2
Harris	0	2	2	2	0	0	5	0	3
Irish	1	1	4	0	1	0	5	0	4
Johnson	1	2	4	2	0	0	6	0	5
Kruse	1	1	4	2	1	0	5	0	4
Laurel	1	1	2	2	0	0	6	0	4
Linton	1	1	4	2	1	0	5	0	4
Livermore	0	1	0	0	0	0	2	0	2
Lopez	0	3	4	2	0	0	6	0	4
O'Dea	0	3	6	2	1	0	5	0	4
Olander	1	1	2	2	0	0	4	0	4
Poudre Global Academy	0	2	4	0	0	0	2	0	3
Red Feather	2	1	0	0	0	0	1	0	2
Riffenburgh	0	2	4	2	1	0	5	0	3
Shepardson	0	2	2	2	0	0	8	0	3
Stove Prairie	0	1	0	0	0	0	2	0	2
Werner	1	1	4	2	1	0	6	0	4

* not e-rate eligible

5.0 EVALUATIONS AND AWARD OF CONTRACT

- 5.1 The District intends to select one Supplier from whom to purchase Aruba-HP (or approved equal) equipment.
- 5.2 The award of bid shall be made to the lowest responsive, responsible Supplier meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, previous experience with similar projects, references and delivery time. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 5.3 Amendments or clarifications to the submitted bids not requested by the District evaluation committee will not be accepted, nor considered following the opening of the bid.
- 5.4 The successful Supplier may be required to enter into and sign a formal Contract with the District. The contract language will control over any language contained within this IFB that conflicts with the signed and fully executed Contract.

6.0 COST PROPOSAL

- 6.1 All pricing in response to this IFB should be firm, including a line item for expected tariff increases. The District will not be responsible for increased pricing not quoted in the IFB response.
- 6.2 Provide a **separate** Aruba-HP (or approved equal) price quote for **each** school.
 - 6.2.1 Include optional pricing per school for installation of the network switches.
- 6.3 Note the replacement part number if the Aruba-HP part number listed has been discontinued.
- 6.4 Provide warranty information for each item.
- 6.5 Provide the estimated delivery time for each item.
- 6.6 Provide your E-Rate Service Provider Identification Number (SPIN).

7.0 REFERENCES

References are mandatory – List three references for which your company has provided similar products.

7.1 Company Name _____
Address _____
Contact Person _____
Telephone/FAX _____
Describe type of work/service performed or items supplied _____

7.2 Company Name _____
Address _____
Contact Person _____
Telephone/FAX _____
Describe type of work/service performed or items supplied _____

7.3 Company Name _____
Address _____
Contact Person _____
Telephone/FAX _____
Describe type of work/service performed or items supplied _____

8.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Contract, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Contract, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Contract. The standard wording of said certificates shall be amended to state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that Supplier has assumed in Section 8.1 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. General Aggregate \$2,000,000
- e. Coverage must be written on an "occurrence" basis
- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only if Supplier operates vehicles in performing any services under this Contract)

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Workers' Compensation and Employer's Liability*

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance

* This requirement shall not apply if Supplier is exempt under the Colorado Workers' Compensation Act **AND** if Supplier has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Workers' Compensation.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. Per Loss \$3,000,000
- b. Aggregate Limit \$3,000,000
- c. If policy is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Supplier shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.
- c. If policy is written on an occurrence form basis, Supplier shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.

8.1 Indemnification

Supplier shall indemnify and hold harmless the District and the District’s Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Supplier’s operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District’s Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Contract shall be construed in any way or applied in any manner as a compromise or waiver of the District’s rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

9.0 BID CERTIFICATION

**INVITATION FOR BID
E-RATE NETWORK SWITCHES
IFB #19-680-002**

**Response is required in the Purchasing & Materials Management Department by:
2:00 p.m. MST (PSD clock) on December 13, 2018.**

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company's bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's bid is being offered independently of any other Supplier and in full compliance with the terms specified in Section 2 and 3 of the IFB.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Phone number: _____

Fax Number: _____

Contact Person: _____
(If different from Agent – include e-mail address and phone number)

NOTE: Bids submitted without the manual signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.