Notice is hereby given that the Adams County School District No. 14
(herein after referred to as the "District") will accept sealed bids/proposals for:

E-Rate: Uninterruptible Power Supplies(UPS)
Invitation to Bid (ITB) # 2728-004
Date of Issue: November 12, 2026

ITB Close Date: December 17, 2026

9:00 a.m. local time

Bid to be returned PRIOR to time and date above.

CONTENT: This solicitation describes the minimum content and general format for responding to our BID/RFP. Your reply shall be submitted on the forms and in the formats requested (or equivalent) with all questions answered in detail. Elaborate format and binders are neither necessary nor desired. Legibility, clarity, and coherence are more important. Your proposal should present information in the order requested in the BID/RFP. It is mandatory that the Bidder use the same numbering format as used in this BID/RFP so that responses correlate to the same paragraph in the BID/RFP requirement. This will make your response more "evaluator friendly" to the evaluation team conducting the evaluation of the proposals.

Whenever a question is asked in the BID/RFP subparagraphs or a requirement stated by the use of the phrase "The Bidder Shall", the Bidder is expected to answer these as fully and completely as possible. Failure to do so may deem your proposal as "nonresponsive" to the requirements.

Responsiveness will be measured by the Bidder's response to the requirements in each paragraph to this BID/RFP. Merely "parroting" back the BID/RFP requirements statement in the Bidder's proposal may deem the response as non-responsive. The Bidder's response must demonstrate an understanding of the requirements. This might be done by providing what was asked for, or citing how the Bidder has achieved the requirements in its normal business practices (such as submitting samples of procedures, or award letters).

The request for bid/proposal process allows the District to select the vendor(s) that best meets the needs of the District, taking into consideration vendor qualifications, price, products, and service capabilities.

Any bid/proposals received after the above specified date and time and/or bid/proposals which are not prepared and filed in accordance with the terms and conditions of this BID/Proposal (hereinafter referred to as "BID/RFP") will not be considered for evaluation or award of this BID/RFP.

All proposals must be submitted online via BidNet. See SECTION 4, item 3: Bid Submission.

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SECTION 1: OVERVIEW OF THE DISTRICT

Adams County School District 14 is a state and nationally recognized leader in innovative education. Located just north of downtown Denver, Adams County School District 14 serves the historic community of Commerce City, Colorado. The district serves an area with approximately 33,000 residents. There are 6 elementary schools, 1 Middle School, 1 Junior High school, 2 high schools, 1 SWAP school and 2 preschool centers. Total pupil count is approximately 5,500.

Adams County School District 14 has partnered with BidNet as part of the Rocky Mountain E-Purchasing System which provides a way for local government agencies across Colorado and Wyoming to more effectively notify vendors of Bid and RFP opportunities, while increasing efficiency and lowering costs for government agencies (and their taxpayers) through shared resources. The procurement solution delivers online access to bid opportunities, allowing vendors to do business with more local government agencies.

As a vendor, you can register on the Rocky Mountain E-Purchasing System and receive direct access to available RFPs, bids, quotes, addenda and awards posted directly by local Colorado and Wyoming agencies. By selecting automatic bid notification, your company will receive emails once Adams County School District 14 has a bid opportunity that matches your company's business.

SECTION 2: PURPOSE OF THE REQUEST

Through this competitive Invitation to Bid (herein and after referred to as the "ITB") process Adams County School District 14, (herein and after referred to as the "District"), is seeking bids/proposals from an individual or a firm (herein and after referred to as the "Firm") to provide UPSs to nine (9) of the school district's school locations in accordance with the scope of service specified.

SECTION 3: SCHEDULE OF ACTIVITIES and TIMELINE

The District will attempt to use the following timetable that will result in the selection of a Bidder to perform these functions.

Solicitation published:	November 12, 2026	
Last Date for Questions:	December 3, 2026	9:00 AM
Last Date for Addendum:	December 3, 2026	
Submission of Proposals by:	December 17, 2026	9:00 AM
Notice of Intent:	January 15 , 2027	
Last Date for Protest:	January 20, 2027	9:00 AM

Award of Contract: Contingent on E-Rate funding and Board of Education approval(s).

The District reserves the right to delay scheduled dates.

SECTION 4: INSTRUCTIONS TO BIDDERS

1. **This process is a Request for Proposal**: Information in the proposals shall remain confidential until such time the District is ready to make the award.

2. **Bid documents:** Adams County School District 14 officially distributes bid documents from the Purchasing Department or through the Rocky Mountain E-Purchasing System. **Copies of bids obtained from any other source are not considered official copies**. Only those vendors who obtain bid documents from either the school district Purchasing Department or the Rocky Mountain E-Purchasing System are guaranteed access to receive addendum information, if such information is issued.

   If you have obtained this document from a source other than the sources indicated, it is recommended that you register on the Rocky Mountain E-Purchasing System site, www.rockymountainbidsystem.com, and obtain an official copy.

3. **Bid Submission:** Bidders responding to this Request for Proposal ("RFP") must submit their proposals in the overall format as outlined in this solicitation.

   There is only one option in which to submit proposals; online via Rocky Mountain E-Purchasing System.

   Submittals must be submitted allowing sufficient delivery time to ensure receipt in the Purchasing Department by the deadline specified. Time and date validation will occur in the Rocky Mountain E-Purchasing System. All submittals received after the deadline will be automatically rejected.

   Submittals must be submitted online via Rocky Mountain E-Purchasing System, listing the following information on the cover page:

   - ITB Title: E-Rate: Uninterruptible Power Supplies
   - ITB Number: 2728-004
   - ITB Due Date: December 17, 2026, 9:00 AM
   - Bidder's name and address:

   No telephone or facsimile proposals will be considered.

3. **Submission Authorization Requirement:** Proposals must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified.

4. **Submission Requirements:** The content of all proposals must conform to the following:
   - Bidders must respond to the questions in the order presented.
   - Bidders may provide additional supporting documentation pertinent to clarification of the proposal.
   - If a bidder is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the bidder responding to this

solicitation.

5. **Inquiries:** Bidders who have questions concerning the submission of proposals or the solicitation process, must contact:

   Adams County School District 14

   Purchasing Department: Nesreen Ahmad

   Telephone: 303-853-8159 or Email: nahmad@adams14.org

   Bidders who have questions concerning the specifications or scope of work, must submit those questions online via Rocky Mountain E-Purchasing System by the question deadline date.

6. **No Pre-Bid Submission Conference:** A pre-bid submission conference will not be held. All inquiries regarding this solicitation shall be made in writing prior to the Last Date for Questions set forth in the above Schedule of Activities and Timeline.

7. **District Ownership of Contract Products/Services:** All proposals and other materials submitted shall become the property of the District. No reports, information, or data given to or prepared by the selected bidder shall be made available to any individual or organization by a respondent or the selected bidder without prior written approval of the District.

8. **Communication:** Bidder must provide a means to receive direct communications from Adams County School District 14. A copy of all written communication concerning contract discrepancies, issues or concerns from the District and the Bidder shall be forwarded to the Director of Purchasing upon issuance.

9. **Confidentiality of District Information:** The bidder acknowledges that it may come into contact with confidential information contained in the records of the District. The confidentiality of all information will be respected, and no confidential information shall be distributed or sold to any third party nor used by the bidder or the bidder's employees, sub-contractors or assignees in any way except as expressly authorized in writing by the District, nor be retained in any files of the bidder. No reports, information, or data provided to the bidder or prepared by the bidder shall be made available by the bidder to any individual or organization without prior written approval of the District. Disclosure of such information may be cause for legal action against the bidder. Defense of any such action shall be the sole responsibility of the bidder. Successful bidder personnel may be required to sign a HIPPA Business Associate Agreement form.

10. **BID Modifications:** All changes in the RFP documents shall be through addendum posted on Rocky Mountain E-Purchasing System (http://www.rockymountainbidsystem.com/). Verbal information obtained otherwise will not be considered in awarding of the proposal.

11. **Reservation of Rights:** The District reserves the right to:

    - Reject any and all proposals received as a result of this solicitation.
    - Waive or decline to waive any informality and any irregularities in any proposal or responses received.
    - Accept any portion of a proposal or all items proposed if deemed in the best interest of

the District.

- Request clarification(s) of the bidder's proposal.
- Negotiate changes in the scope of work or services to be provided.
- Withhold the award of contract.
- Reject any and all proposals that don't meet Industry Standards.
- Select the bidder it deems to be most qualified to fulfill the needs of the District. The bidder with the lowest priced proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal.

12. **Bid Prices:** Except as otherwise disclosed with particularity, through its submission of a quote, bid, or offer, the bidder certifies that the prices and other terms in the quote, bid or offer have been arrived at independently without any consultation, communication, agreement with, or knowledge of the contents of the quote, bid, or offer by, any other competing bidder. For purposes of this paragraph, "consultation, communication, agreement with, or knowledge" does not include knowledge of prices or terms gained through availability of established price lists or catalogues made available to the public by the competing bidder. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

    Estimated proposal prices are not acceptable. Proposal prices will be considered a bidder's best and final offer, unless otherwise stated in the RFP. All of the proposal contents and fees must be guaranteed pricing must be held a minimum of 90 (ninety) days after USAC awards the funding. The proposal price will be considered in determining the apparent successful bidder.

13. **Selection of Bid:** As described within the solicitation, an Evaluation Committee will review the core offers submitted and make a recommendation for award. This selection will be for award to the responsible bidder whose proposal is determined to be the most advantageous to the District.

    Final evaluation and selection may be based on, but not limited to, any or all of the following:

    - Information presented in the proposal.
    - Ability of the bidder to provide quality and timely products and services.
    - Qualifications and experience of the bidder.
    - Reference checks.
    - Personal interview.
    - Total cost.
    - Proposed timelines.

14. **Bidder's Liability:** The selected bidder will be required to assume responsibility for all goods and services offered in the proposal, whether or not the bidder produces them. Further, the

selected bidder shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. The selected bidder shall not assign or transfer any interest in the contract without prior written consent of the District.

15. **Incurring Costs:** The District shall not be liable for any costs incurred by the bidder in the preparation and production of the proposal or for any work performed prior to the execution of a contract.

16. **News Releases:** News releases pertaining to this solicitation or any resulting contract shall NOT be made without prior written approval by the District.

17. **Non-Discrimination:** The District is an equal opportunity employer. Bidders to whom a contract is awarded shall comply with all applicable State and Federal laws, rules and regulations involving non-discrimination on the basis of race, color, national origin, age or sex.

18. **District Board of Education Approval:** Depending on the final scope of work as determined by the District, it may be necessary to receive Board of Education approval prior to execution of a contract with the Successful Bidder. The District will make efforts to obtain Board approval as soon as reasonably possible.

19. **Contract:** The selected bidder may be required to enter into a written contract with the District on the District's approved contract agreement. Information contained in this request for proposal and acceptable provisions of the bidder's response may be attached to and made part of the executed contract.

20. **Contract Terms:** A Purchase Order will be awarded to provide the District with the goods and/or services described in this solicitation. The District reserves the right to renew and extend the executed contract agreement pertaining to all current prices, terms, conditions and specifications upon mutual agreement between the District and the Bidder.

21. **Contract Administration:** Adams County School District 14 will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Bidder shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein corrected immediately at no additional cost to Adams County School District 14. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in termination of the Bidders' right to proceed further with this work. In such event the Bidder will be paid only for materials used. The Bidder and his sureties may be liable to Adams County School District 14 for any additional cost incurred by Adams County School District 14 to complete the job. At this point the Bidder shall be considered in default and the contract subject to termination.

    Failure of the Bidder to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract and removal of bidder from the project at the discretion of Adams County School District 14.

    Adams County School District 14 reserves the right to terminate this contract in whole or in part should the need for the services cease to exist.

    Bidder shall be subject to periodic performance evaluations by Adams County School District 14 personnel. Continued unsatisfactory ratings shall be cause to find the Bidder in default of the

contract. Performance ratings may be considered during award of future contracts by Adams County School District 14.

22. **Cooperative Purchasing:** The District is a member of the Cooperative Educational Purchasing Council (CEPC). The geography of the CEPC lies along the front range of the Rocky Mountains from the Fort Collins/Greeley area in the north to Colorado Springs in the south. This membership of public purchasing departments represents approximately seventy percent (70%) of the K-12 public school enrollment in the State of Colorado. If within the service area of the successful Bidder, it is hereby agreed and understood that any member of the CEPC may avail itself of this contract and purchase any and all items specified herein from the successful Bidder(s) at the contract price(s) established herein. Each CEPC member that uses a contract resulting hereof will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that Adams County School District # 14 is not a legally binding party to any contractual agreement made between a CEPC member and the Bidder as a result of this bid.

SECTION 5: TERMS & CONDITIONS

1. All participating bidders, by their signature, agree to comply with all of the conditions, requirements, and instructions of this solicitation as stated or implied herein. Should the District omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the bidder shall submit questions per the Instructions to Bidders within the Schedule of Activities and Timeline.

2. The bidder warrants and guarantees complete performance of the work in a manner acceptable to the District. The bidder warrants and guarantees to the District that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Successful Bidder further warrants, guarantees and agrees to remedy all such defects and to replace, at bidder's expense and at no expense to the District, any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within 12 months after date of receipt by the District. The foregoing warranties will be provided as part of the minimum work requirements of this contract, and as such will be at no additional cost to the District.

3. The successful bidder shall be required to indemnify, save and hold harmless the District, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the successful bidder or its employees, agents, sub-contractors, or assignees pursuant to the terms of the resulting contract.

4. When working on school district property, the successful bidder will furnish insurance for worker's compensation as required by law and shall likewise furnish certificates that the bidder carries general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than $2,000,000 for each occurrence, $5,000,000 annual aggregate, $500,000 bodily injury or property damage, and $5,000 for medical expenses for any one person. Automobile Liability Insurance in those instances where the Contractor uses an automobile, regardless of ownership, for the performance of Services.

5. The successful bidder shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes, including but not limited to Regulation 8, which might in any manner affect the work to be done; the materials to be supplied, the taxes, permits and fees to be

paid; or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of any bidder will not in any way excuse such bidder from the necessity of full compliance with every law, code ordinance and regulations which are applicable shall be complied with. The successful bidder shall secure all necessary licenses and permits in connection with this solicitation and any goods or services to be provided hereunder.

6. Qualifications of new people working under this contract shall be submitted to the District in writing for approval prior to them conducting any service under this contract Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

7. The relationship created by the agreement resulting from this solicitation shall be that of an independent contractor. Under this independent contractor relationship, the selected bidder and its employees are not entitled to any rights, privileges or benefits granted to District employees. Bidder employees shall not supervise, direct or control employees of the District.

8. The Successful Bidder shall commit that the level of service (number and experience of people and hours) and identified personnel committed to the District in the Successful Bidder's proposal shall be maintained throughout the resulting contract, including extensions. If the Successful Bidder wishes to make key staff changes during the term of the contract, including any extensions, the District requires pre-approval by the District of that individual's replacement.

9. By submission of the proposal, the bidder certifies that the proposal has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the proposal have not been communicated by the bidder, or to the bidder's best knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the bidder, and will not be communicated to any person prior to the official opening of the proposals.

10. All information included as part of this proposal shall be subject to the Colorado Open Records Act. Merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees, and warranties.

11. Venue for any and all legal action regarding or arising out of or related to the solicitation, response to ITB, or work performed there under shall be solely in the District Court in and for Adams County, State of Colorado. The transactions covered herein shall be governed by and construed in accordance with the laws of the State of Colorado.

12. The District is exempt from sales, use, and excise taxes. Certification of tax exemption will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

13. Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available, per C.R.S. 24-30-202(5.5).

14. The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this solicitation. Time is of the essence. When a date is set for the delivery of goods or the performance of work, the goods must be delivered, and/or the work must be performed, in accordance with the proposal specifications or description on or before that date, or the order to the delinquent bidder may be canceled and re-awarded.

15. Contract Termination with Cause: Adams County School District 14 shall have the right at any time and at all times to terminate this Contract for cause. It is agreed that the violation by the awarded Bidder of any covenant or provision contained in this Contract, or the failure or refusal of the awarded Bidder to abide or carry out any covenants or provision of this Contract, shall constitute sufficient cause for which the District may terminate this Contract. In the event the District shall elect to terminate this contract for cause, the District shall notify the awarded Bidder in writing and shall specify the cause for such termination and the date that such termination shall be effective. Where upon the awarded Bidder shall have no further rights and the District shall have no further obligation to the awarded Bidder, pursuant this Contract subsequent to the date that the Contract is terminated for cause as aforementioned by Adams County School District 14.

16. Contract Termination without Cause: Adams County School District 14 shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than 30 days prior to the date that such termination shall be effective. Such right to terminate this Contract without cause is hereby reserved by and to the District. In the event the District shall elect to terminate this Contract without cause, the District shall notify the awarded Bidder in writing and shall specify the date (not earlier than 30 days after the date of delivery of written notice by the District to the awarded Bidder) on which this Contract will terminate. Upon receipt of written notice, the awarded Bidder agrees to abide and perform all covenants and provisions of this Contract until the date of termination specified in the written notice of termination. The awarded Bidder shall have no further rights, and the District shall have no further obligation to the awarded Bidder, subsequent to the date of termination of this Contract as specified in the written notice.

17. Certification: The Bidder certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101 et seq. The Bidder shall not knowingly employ or contract with an illegal alien to perform work under this contract; or enter into a contract with a sub-contractor that fails to certify to the Bidder that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

    The Bidder represents, warrants, and agrees that:

    a. it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the federal E-Verify or the Colorado Department of Labor and Employment Program;

    b. it is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

    c. if it obtains actual knowledge that a sub-contractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the bidder shall be required to:

        1. notify the sub-contractor and the District within three days that the bidder has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and

        2. terminate the subcontract with the sub-contractor if within three days of receiving the notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) the sub-contractor does not stop employing or contracting with the illegal alien; except that the bidder shall not terminate the

contract with the sub-contractor if during such three days the subcontractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien; it is required to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 18-17.5-102(5).

18. Sustainability: The Adams County School District 14 is committed to protecting the environment, and the health of the community and its employees. In accordance with this policy, Adams County School District 14 schools and departments are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

    Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency, EPP (Environmentally Preferable Purchasing) program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

    Vendors, when providing products that would qualify as EPP products, please be specific as to the standards or which program has approved your solution.

19. Background Checks: The successful Bidder and their sub-contractors will be required to complete, at their own expense, a Criminal record check on all employees working on or reasonably likely to work on school district property for this contract. Employees 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 successful Bidder may be asked for documentation indicating that they have done a background check on all of their employees working on school district property. The successful Bidder will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements and other laws, regulations or policies governing employee background checks.

20. Bidders must note on the proposal of any intent to use subcontractors. The subcontractor's name, address, phone number, and three client references, along with the type of work to be performed must be included with the proposal. Use of subcontractors may be considered as a factor in the District's bid evaluation process. If the Bidder fails to notify the District of its intent to use subcontractors on the proposal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District.

21. In accordance with the District's policy regarding the use of tobacco or tobacco-like products, no employee of the Bidder, including subcontractors, shall be permitted to use tobacco or tobacco-like products while on District property. This includes school buildings, grounds, school owned and leased vehicles, and sites leased by the District.

SECTION 6: SPECIFICATIONS/SCOPE OF WORK

This Invitation to Bid (ITB) has been developed to seek bids from qualified E-Rate vendors in accordance with Board of Education Policies and E-Rate Regulations. Submitted proposals must be E-Rate eligible and provide their Service Provider Identification Number (SPIN). The successful firm will furnish Uninterruptible Power Supplies (UPS) for Nine (9) of the school district's schools; Adams City Middle School, Central Elementary, Dupont Elementary, Kemp Elementary,

Kearney Middle School, Lester Arnold High School, SWAP, Monaco Elementary, and Rose Hill Elementary.

UPS equipment details are shown in Exhibits 1-9.

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

All Items are to be shipped FOB Destination to 4291 E. 68th Avenue, Commerce City, CO 80022.

Pricing must be held a minimum of 90 (ninety) days after USAC awards the funding.

The Service Provider must be willing to invoice USAC directly using the SPI method (85% billed direct to USAC and 15% invoice separately to the school district).

Vendor E-Rate Compliance

Vendors submitting proposals under this ITB must provide a written statement that they agree to meet the following conditions relating to the E-rate program:
-Service Provider Identification Number (SPIN) and FCC Registration Number (FCCRN)
-The vendor shall provide a valid E-rate SPIN number (Service Provider Identification Number), in the Proposal submitted in response to this opportunity.
-The Vendor also shall provide the company's FCC Registration Number.
-Service Provider Annual Certification Form
-The Vendor agrees to timely submit to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the Vendor. The -Vendor must also agree to provide a copy of the completed Form 473 to the Owner. This form is available on the SLD's website at http://www.universalservice.org/sl/ in the Forms section.

Compliance with E-rate Contract Signing Rules

The Vendor must acknowledge in its Proposal that the Vendor will make every effort to have any contract addendums that may arise from this RFP signed in accordance with the E-rate contract signing rules. Further, the Vendor must acknowledge in its Proposal that if the contract or addendum is signed outside of the e-rate contract signing window, the vendor will disclose to the District, before soliciting the District's execution of the contract, that the contract is not eligible for E-rate funding.

SECTION 7: PROPOSAL RESPONSE FORMAT

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. There is only one option in which to submit proposals; online via the Rocky Mountain E-Purchasing System. The proposal must be dated and signed by a person who is legally authorized to bind the bidder to the proposal, with that person's name and title clearly identified on the Signature Page. The format of the Signature Page is provided at the end of this document Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the solicitation to which they pertain.

Proposals not meeting the requirements below may be determined to be non-responsive. Non-responsive proposals will receive no further consideration.

A. **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures.

All pages must be consecutively numbered and correspond to the table of contents.

B. **Cover Letter:** Provide a cover letter indicating your firm's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Bidder that provides information regarding the firm's interest in and ability to perform the requirements of this solicitation. A person who is authorized to commit the Bidder's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations for Bidder. Please provide name, title, address, telephone numbers and email address.

C. **Scope of Services:** The Bidder must acknowledge agreement with the specific requirements of the specifications for the District to consider. Indicate any exceptions to the scope of services of the solicitation. Summarize your approach and understanding of the services and any special considerations of which the District should be aware. Include an estimated implementation timeline.

D. **Overview of Bidder's Firm**: Include firm structure, history, principals, number of employees and services offered.

E. **Personnel Assignments**: The bidder's proposal shall include the name, titles and brief biographies of key operating personnel who will work directly with the District. Specifically identify their experience(s) with work in and around a school environment, preferably in a school district setting. Describe the organization for providing the services requested in this solicitation.

F. **Identification of Bidder's Contact:** Identify bidder point-of-contact for any questions or concerns relative to this proposal and the resulting services. Provide name, title, address, telephone number and e-mail address.

G. **References:** Provide at least three business references for which your firm has completed similar goods and services, preferably in a governmental or educational setting. Please include company name address, contact name, telephone number and date with description of work/services performed for each listed reference. Please include only references within the current calendar year and previous two (2) calendar years. The District may contact the references during the evaluation process. The District reserves the right to contact any and all references and to obtain, without limitation, information on the Bidder's performance on the listed jobs.

H. **Pricing:** The enclosed "Pricing Form", Attachment B, must contain the bidder's pricing per item and total. List separately any other charges for equipment, goods and services needed to support the District's goal for this project. Assure yourself that for whatever products are proposed that there is no pre-existing dealer of record from the manufacturer, supplier, etc. that will prevent a successful delivery of goods.

I. **Appendices:** Describe any additional services related to this solicitation which may be of value to the District. Identify any associated cost within the pricing packaged separately from the proposal. Please add additional comments, background information, data, etc., which you feel are pertinent and would assist in the selection process

J. **Conflicts of Interest Disclosure:** List and describe any conflicts of interest that the firm, individual staff members and/or any proposed sub-consultants may have with the school district or staff.

SECTION 8: EVALUATION AND AWARD

A. **Evaluation of Proposals:** The award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposal using the factors set forth in the ITB. The District intends to award the contract to the Bidder whose proposal, conforming to the solicitation, will be most advantageous to the District, price and other factors considered.

The District will conduct a comprehensive, fair, and impartial evaluation of the proposals received in this

solicitation effort. A Proposal Evaluation will evaluate Proposals that meet the minimum general requirements. Evaluation criteria for the proposals will be used for the purpose of ranking the proposals in a relative position based on how fully each proposal meets the requirements of this ITB. Such ranking will not necessarily be conclusive in selection of a prospective Bidder, but will be evaluated with other information that may come to the attention of the District, and may, in their judgment, impact the prospective Bidder's ability to perform the services.

Bidders should not assume that they would have an opportunity for oral presentations or revisions of proposals. Therefore, Bidders should submit their most favorable bid as their initial proposal. If an award is not made based on the initial proposals, Bidders considered most competitive may be provided an opportunity to make an oral presentation. The competitive range determination will be based exclusively on the written proposals. Bidders are therefore cautioned to ensure that their proposals adequately convey a sound approach and a comprehensive understanding of the scope of work requirements.

If proposal revisions are permitted after the conclusion of oral presentations and discussions, the District will establish a date, in writing, for submission of best and final offers. The purpose of this step would be to submit revisions only, not to submit comprehensive proposal rewrites.

B. **General Criteria:** Proposals will be rated/scored in the following categories detailed in this solicitation.

Selection Criteria	Weight
Prices	30 %
Preferred Manufacturer	20 %
Understanding of Needs	20 %
Supply Capability	20 %
Prior Experience	10 %
Total	100%

C. **Award of Contract:** Selection shall be made of one Bidder deemed to be fully qualified and best suited among those submitting proposals. Price shall be considered, but need not be the sole determining factor. Adams County School District 14 shall select the Bidder which in its opinion, has made the best proposal, and shall award the contract to that Bidder.

Adams County School District 14 may cancel this solicitation, reject proposals or any portion thereof at any time prior to an award. Should Adams County School District 14 determine at its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Bidder.

The award shall be in the form of a firm fixed price contract. The award document will be a contract incorporating by reference all the requirements, terms, and conditions in this solicitation and the bidder's proposal as negotiated.

ITB No. 2728-004

SIGNATURE PAGE

NOTE: THIS PAGE MUST BE FILLED OUT AND BE INCLUDED WITH THE BIDDER'S PROPOSAL

Registered with E-Rate? Yes or No: _____

Service Provider Identification Number (SPIN): _____

_____

(COMPANY NAME)

_____

(COMPANY STREET ADDRESS)

_____

(COMPANY CITY, STATE AND ZIP CODE)

_____

(COMPANY PHONE NUMBER)

_____

(EMAIL ADDRESS OF PRIMARY CONTACT DURING SOLICITATION)

_____

(IF IN COLORADO, WHAT SCHOOL DISTRICT DOES THE COMPANY RESIDE WITHIN?)

_____ _____

(TAX IDENTIFICATION NUMBER) (DUNS NUMBER)

_____ _____

(TYPED NAME OF AUTHORIZED AGENT) (TITLE OF AUTHORIZED AGENT)

_____YES or _____NO

(COOPERATIVE PURCHASING LANGUAGE RESPONSE: SECTION 4-INSTRUCTIONS TO BIDDERS: ITEM 23)

_____

(SIGNATURE OF AUTHORIZED AGENT)

_____

(DATE

	ITB 2728-004			
	PRICING FORM			
	To be returned with the BID			

Description	Equivalent Description	Quantity	Unit Price	Extended Price
APC SRTL2K2RM1UNC UPS with 1ea SRTL50RMBP1U-LI battery, or Equivalent	2200VA Lithium-ion UPS With an external Lithium-ion battery. Including Network management card.	10		
APC SMT1500CNC UPS or Equivalent	1500VA UPS including network management card.	7		
			Total:	

Lead Time for delivery after receipt of order?				
We, As a Service Provider, are willing to invoice USAC directly using the SPI method (YES or NO)				

EXHIBIT 1

ITB No. 2728-004

Adams City High School

Description	Quantity
APC SRTL2K2RM1UNC UPS with 1 each SRTL50RMBP1U-LI external battery or Equivalent	9

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

Equivalent Requirements for APC SRTL2K2RM1UNC UPS with one. Each SRTL50RMBP1U-LI:

SRTL2K2RM1UNC:
120V 2200 VA/W, 120V input
1U Rack mount
Li-ion Battery
Onboard network monitor card
NEMA 5-20P input connection
Output 5ea NEMA 5-20R
1ea NEMA L5-20R
External Battery connection
5 year repair/replace warranty

SRTL50RMBP1U-LI:
Li-ion Battery
1U Rack Mount
For SRTL2K2RM1UNC
5 year repair/replace warranty

ITB No. 2728-004

Central Elementary School

Description	Quantity
APC SMT1500CNC UPS or Equivalent	1

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

Equivalent Requirements for APC SMT1500CNC UPS

SMT1500CNC:
120V 1000W 1440VA, 120V input
Tower (219mm x 171mm x 439mm)
Network monitor card pre-installed
NEMA 5-15P input connection
Output 8ea NEMA 5-15R

ITB No. 2728-004

Dupont Elementary School

Description	Quantity
APC SMT1500CNC UPS or Equivalent	1

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

Equivalent Requirements for APC SMT1500CNC UPS

SMT1500CNC:
120V 1000W 1440VA, 120V input
Tower (219mm x 171mm x 439mm)
Network monitor card pre-installed
NEMA 5-15P input connection
Output 8ea NEMA 5-15R

ITB No. 2728-004

Kemp Elementary School

Description	Quantity
APC SMT1500CNC UPS or Equivalent	2

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

Equivalent Requirements for APC SMT1500CNC UPS

SMT1500CNC:
120V 1000W 1440VA, 120V input
Tower (219mm x 171mm x 439mm)
Network monitor card pre-installed
NEMA 5-15P input connection
Output 8ea NEMA 5-15R

ITB No. 2728-004

Lester Arnold High School

Description	Quantity
APC SMT1500CNC UPS or Equivalent	1

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

Equivalent Requirements for APC SMT1500CNC UPS

SMT1500CNC:
120V 1000W 1440VA, 120V input
Tower (219mm x 171mm x 439mm)
Network monitor card pre-installed
NEMA 5-15P input connection
Output 8ea NEMA 5-15R

ITB No. 2728-004

SWAP

Description	Quantity
APC SRTL2K2RM1UNC UPS with 1 each SRTL50RMBP1U-LI external battery or Equivalent	1

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

Equivalent Requirements for APC SRTL2K2RM1UNC UPS with one. Each SRTL50RMBP1U-LI:

SRTL2K2RM1UNC:
120V 2200 VA/W, 120V input
1U Rack mount
Li-ion Battery
Onboard network monitor card
NEMA 5-20P input connection
Output 5ea NEMA 5-20R
1ea NEMA L5-20R
External Battery connection
5 year repair/replace warranty

SRTL50RMBP1U-LI:
Li-ion Battery
1U Rack Mount
For SRTL2K2RM1UNC
5 year repair/replace warranty

EXHIBIT 7

ITB No. 2728-004

Rose Hill Elementary School

Description	Quantity
APC SMT1500CNC UPS or Equivalent	2

Devices, power cables, mounting brackets, and default manufacturer warranty only. No additional licenses, components, warranties, installation or professional services required unless specified above.

Equivalent Requirements for APC SMT1500CNC UPS

SMT1500CNC:
120V 1000W 1440VA, 120V input
Tower (219mm x 171mm x 439mm)
Network monitor card pre-installed
NEMA 5-15P input connection
Output 8ea NEMA 5-15R

Adams County School District 14 Purchase Order Terms and Conditions

1. Offer/Acceptance. If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, ITB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act (O.S.H.A.) of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Changes. Vendor shall furnish products and or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. Delivery. Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. Quality. Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

7. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. Cash Discount. The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.

10. Taxes. The school district is exempt from all federal, state and local government sales and use taxes. Colorado State Sales/Use Tax Exemption # 98-03351. Buyer shall not reimburse such sales or use taxes.

11. Payment. It is the school district's policy to promptly pay vendors for goods and services it purchases (NET 30). To insure prompt payment, mail original invoices as directed on the purchase order. Invoices not sent as directed may delay payment. Shipment not made to the "SHIP TO" address on the PO may cause delay in payment until receipt and inspection can be confirmed.

12. Assignment and Successors. Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

13. Indemnification. If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO. The school district may require that you furnish Performance & Payments Bonds.

14. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee of the school district. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

15. Communication. All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to school district Purchasing Department.

16. Compliance. Vendor shall strictly comply with all applicable federal, state and local laws, codes, ordinances, regulations and licensing in effect or hereafter established which might in any manner affect the work to be done, the materials to be supplied, the taxes, permits and fees to be paid; or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of the vendor or vendor's subcontractor(s) will not in any way excuse the vendor from the necessity of full compliance with every law, code ordinance, regulation and licensing requirements.

17. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation and/or independent contractor agreement, and provide proof of such coverage as requested by purchasing agent.

18. Termination Prior to Shipment. If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

19. Termination for Cause. (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services.(c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

20. Termination. Buyer is entering into this PO for the purpose of carrying out the needs of the school district. If this PO ceases to further the needs of the school district, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

21. PO Approval. This PO shall not be valid unless it is executed by the school district Purchasing Department. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

22. Fund Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

23. Choice of Law. Colorado state laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any judicial or administrative action arising out of or in connection with this PO shall be in Adams County, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

24. Contracts for Services. *[Not applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services]* Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall: (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

25. Premises Access. Vendor certifies, warrants, and agrees that no employee convicted of any felony or misdemeanor crime of unlawful sexual behavior involving children will be allowed to work on school district property. Any person who is engage as a subcontractor shall comply with these provisions.

26. Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

27. Colorado Labor. The Keep Jobs in Colorado Act requires that Colorado labor be employed to perform at least 80% of the work on a public works project ($500,000+) as defined in CRS §8-17-101, et. Seq.

Effective Date 04/14/2015