



## **Morgan County School District Re-3**

715 West Platte Avenue  
Fort Moran, CO 80701

### **Request for Proposal**

## **High Speed Data Network/Dark Fiber Data Network**

Request for Proposal

**Submittal Deadline:**

**March 13, 2020**

**Not later than 2:00 P.M. (Mountain)**

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**Morgan County School District Re-3**  
**715 West Platte Avenue**  
**Fort Morgan, CO 80701**  
**Telephone (970) 867-5633 Fax (970) 867-0262**

To All Respondents:

Morgan County School District Re-3, herein after referred to as MCSD, will receive Proposals for HIGH SPEED DATA NETWORK/ DARK FIBER NETWORK in accordance with the Statement of Work and Specifications, in the office of Brian Amack, Director of Technology, 715 West Platte Avenue, Fort Morgan, Colorado, 80701, on or before 2:00 p.m. on March 13, 2020.

You are required to submit 1 original, and one (1) electronic version (PDF version) in accordance with the attached instructions. This RFP is available electronically only. Hard copies are available upon request

It is extremely important that all respondents READ and ADHERE to the general conditions, instructions, requirements, and all RFP documents included herein. Failure to do so may disqualify your submittal.

Proposals received after opening time WILL NOT be opened. Deadline for requests for information is close of business March 13, 2020.

Facsimile Proposals WILL NOT be accepted.

Your Proposal must be in a sealed envelope marked with your company name, title of Proposal, Request for Proposal number, date and time of opening. You are cautioned to **carefully read** the entire RFP, as your offer must comply with:

- Cover Letter
- Instructions & General Conditions
- Statement of Work and Specifications
- Terms and Conditions

Questions concerning any aspect of this RFP are to be directed to the undersigned. Please email all questions to:  
Brian Amack  
Director of Technology  
bamack@morgan.k12.co.us  
970-370-6101

**Important:** All communications must be submitted to the above named buyer only. Any communication with other MCSD personnel may disqualify you from this proposal opportunity.

## **1.0 INTRODUCTION**

The Morgan County School District Re-3 desires to provide high-speed, state-of-the-art dedicated 10GigE or faster digital data network services or dark Single Mode fiber that can carry 10GigE or faster signal among its various sites. This connectivity will be designed to accommodate both the present and future digital application needs. The intent is to achieve an industry standards-based infrastructure which will enhance educational and administrative activities at all sites with the flexibility and support to adjust to future needs and activities.

The Morgan County School District Re-3 is soliciting qualified contractors to submit an installation and ongoing service bid for (including, but not limited to) digital equipment, data cabling, and associated termination equipment as required. All equipment included in this request will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee. The awarded service provider will, however, provide access to said equipment and allow administrator rights where these rights may assist in the smooth daily operations of the infrastructure.

The long-term contract accepted for this project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division), and the Morgan County School District Re-3 may or may not undertake the project at its sole discretion. In addition, the Morgan County School District Re-3 will require that the awarded service provider ensure that all eligible components of service are compatible with the current technology infrastructure equipment.

## **2.0 SCHEDULE**

Following is a schedule of events for the RFP process:

RFP Document Available	February 10, 2020
RFP Submittal Due	March 13, 2020
Projected Start Date	TBD

## **3.0 GENERAL CONDITIONS AND INSTRUCTIONS**

### **Preparations and Submission of Proposals:**

Proposals shall be submitted in the number of copies indicated in the Proposal Cover Letter and on the forms and in the proper formats provided. All copies shall be properly executed, all blank spaces shall be filled in, and any interlineations, alterations, or erasures shall be formally explained and initialed by the Offeror. Failure to comply with these requirements may be cause for rejection of the Proposal.

Partial or incomplete Proposals will not be considered. Proposals shall be in strict conformity with the Contract Documents.

It is the sole responsibility of the Offeror to see that its Proposal is submitted by the date stated in the Proposal Cover Letter. Any Proposal received after the stated due date will not be opened.

Successful proposer's whether under separate contract or not shall not assign any part or whole of this proposal or agreement to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of the MCSD.

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District court in and for Morgan County, State of Colorado. The laws of the State of Colorado shall govern this transaction. The vendor or proposer agrees that any and all notices,

pleadings and processes may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail, an additional copy of the same to the vendor or proposer at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or rules of civil procedure, appearance, pleading, an answer is not made.

Each Proposal shall show the full legal name and business address of the Offeror, including its street address if it differs from its mailing address, and shall be signed with the usual signature of the person or persons authorized to bind the Offeror and shall be dated. Proposals by a partnership or joint venture shall be signed by an authorized representative of each joint venture partner and list the full names and addresses of all partners or joint ventures. The place of incorporation shall be stated in the Proposal. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested, satisfactory evidence of the authority of any signature on behalf of the Offeror shall be furnished.

The preparation of a Proposal shall be by and at the expense of the Offeror.

Proposals must be firm fixed pricing for term of contract. A price increase shall automatically release the MCSD from any further obligation.

Shipments shall be FOB destination, freight prepaid.

In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Contract shall neither create nor be construed to create any multiple-fiscal year direct or indirect the MCSD debt or other financial obligation whatsoever. The parties recognize that the Contract is dependent upon the continuing availability and appropriation of funds (including per pupil funding for Program students from the State of Colorado) beyond the terms of the MCSD's current fiscal period ending upon the next succeeding June 30, and that financial obligations of the MCSD payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

Your proposal shall not include any Federal or State taxes. The MCSDs Tax Exempt ID is 98-03374-0000

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

Award shall be made to the most responsive and responsible Proposer whose proposal is determined to be the most advantageous to the MCSD, taking into consideration the evaluation factors set forth in the solicitation. Price, although a consideration, will not be the sole determining factor.

In accordance with C.R.S. 8-17.5 *et. Seq.*, the proposer whose name and signature appears on the request for proposal hereby certifies, represents, warrants and agrees as follows:

A. In the event this request for proposal is accepted by the school MCSD, the proposer, as a vendor, shall comply with provisions of C.R.S. 8-17.5 *et. Seq.*, requiring certification that the

proposer does not and during all times proposer is under contract to perform services for the (“MCSD”), will not knowingly employ or contract with an illegal alien.

B. The proposer will not knowingly contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract with the MCSD.

The proposer will verify that it does not employ any illegal aliens by participation or attempted participation in the basic pilot emergency verification program administered by the social security administration and the department of homeland security or otherwise comply with C.R.S. 8-17.5-102(2)(b)(i).

**Examination of RFP documents and explanation to offerors:**

Any Offeror planning to submit a proposal is responsible for examining with appropriate care the complete Document and all amendments, and is also responsible for informing itself with respect to all conditions that might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Offeror, and no relief can be given for errors or omissions. Should the Offeror find discrepancies in or omissions from the Document, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP Documents, the Offeror shall promptly notify the MCSD in writing. The Offeror making such request will be solely responsible for its timely receipt by the MCSD. Replies to such notices may be made in the form of amendments to the RFP Documents that will be issued simultaneously to all persons who have obtained the RFP Documents.

**Offerors Modification and withdrawal of proposals:**

An Offeror may, without prejudice to itself, modify or withdraw its Proposal by written request, provided that MCSD receives the request prior to the due date at the address to which Proposals were to be submitted. Provided further, that in case of an electronic (e.g. email) request a written confirmation thereof over the authorized signature of the Offeror is received by MCSD at the address to which original Proposals were to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its Proposal, the Offeror may submit a new Proposal, providing delivery is effected prior to the established proposal due date.

The MCSD may modify any provision or part of the RFP Documents at any time prior to Proposal due date.

**Award of Contract:** After consideration of price and other factors, one of which will be supplying dark fiber over managed service, the Contract will be awarded to the Offeror whose Proposal is determined to be reasonable and in the best interests of the MCSD. Contract will be awarded to one (1) successful proposer.

**Term of the Contract:** Five (5) years, with options to renew.

**Payment Terms:** Net 30

The right is reserved, as the interest of the MCSD may require, to reject any or all Proposals or to waive any informality in Proposals received or to award without negotiations.

The failure of any Offeror, to whom the Contract is awarded, to properly execute and return to the MCSD the signed Contract, together with the Certificates of Insurance and the Performance Bond and Payment Bond, if required, within the time specified in the RFP, will cause the MCSD to suffer

damage, the amount of which is difficult, if not impossible, to ascertain, and the MCSD shall therefore be entitled to declare a breach of contract by such Offeror, to award the Contract to another Offeror in accordance with the provisions of the Contract Documents, and to declare a forfeiture of the Offeror's Proposal Security, if any.

## **4.0 STATEMENT OF WORK and SPECIFICATIONS**

### **PROJECT BACKGROUND**

The Morgan County School District has an ongoing strategic plan which includes telecommunication services, connectivity, and support. Morgan County School District's technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together. The MCSD is seeking to leverage its investment in these areas to achieve maximum operating efficiencies and cost savings.

### **E-RATE REQUIREMENT**

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on Internet access, telecommunications products and services, and internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application and approval by the Schools and Libraries Division (SLD) of the Universal Service Corporation, which was established by the Act. The amount of discount is based on the numbers of children receiving free- and reduced-price meals. Suppliers are required to be in full compliance with all current requirements and future requirements issued by the SLD for participation in the E-Rate program throughout the contractual period of any contract entered into with the MCSD as a result of this RFP.

Additional, respondents are required to submit the following to substantiate E-Rate Service Provider compliance.

- Proposers Service Provider Identification Number (SPIN)
- Service Provider Annual Certification (SPAC) verification (SPIN contract page from USAC website will suffice)
- Verification that the proposer is an eligible telecommunications provider (Y) (SPIN contact page from USAC website will suffice)

### **TECHNICAL SPECIFICATIONS**

#### **SCOPE OF WORK**

A. This project shall encompass the following:

- The installation of secure and terrestrial-based 10 GigE or faster managed connectivity service/Dark Fiber between the Head End MCSD MDF at the District Support Center (715 West Platte Avenue) (the aggregate center of the wide-area network--1) and eight (8) remote locations.
- There shall be two 10 GigE or faster connections installed at the Abner S. Baker Central site back to the DSC MDF. This site is our Disaster Recovery Center
- All Morgan County School District Re-3 remote school sites shall aggregate to the District Support Center, which already serves as the connection point to an existing Internet service provider (that connection and ISP are already in place and, thus, not part of this RFP).
- All remote school sites shall have minimum data connection to the District Support Center of 10GigE or faster, with full duplex capability enabled (Shared 10GigE or faster will not be accepted) or Dark fiber capable will be given preference in selecting a vendor.
- Morgan County School District Re-3 will have authorization to make changes to the layer 3 network devices. These devices must be resident within the MCSD.
- There will be no additional monthly costs for bandwidth upgrades throughout the term of the contract barring equipment costs to the MCSD.

- The vendor is responsible to obtain all necessary right of ways necessary to this project. During the term of this contract, any changes in the routing of the fiber cable due to city infrastructure changes and/or requirements (street widening, new underground cabling requirement, etc.) will be the responsibility of the vendor at no expense to the MCSD.
- The vendor will guarantee a four-hour response time on all network outages. The minimum of a five (5) year contract shall be provided with all installation costs evenly amortized over the duration of the contract.
- At the decision of Morgan County School District billing will take place no earlier than July 1, 2020. This also allows the needed build-out and configuration time.
- Although this is a minimum of a five-year contract, include monthly costs beyond that timeframe.
- MCSD reserves the right to add/remove connected sites or increase/decrease bandwidth throughout the course of this contract without penalty or early termination charges. If reducing services, the bill will reflect equitable reduction in the billed services.

### MANAGED NETWORK/PERFORMANCE GUARANTEE

1. A performance guarantee shall be required between the vendor and the MCSD. The purpose of this guarantee is to ensure that adequate and timely services are delivered to MCSD. The vendor will be required to provide periodic measurement data to certify that the established links meet the minimum requirements outlined in this RFP. This information will be made available to the Director of Technology.
2. The vendor will be required to provide an uptime guarantee of 99.95% at the minimum requested bandwidth. If a site does not have the required uptime for the month, MCSD will not be charged anything for that month of service. The month shall be calculated from the 1st day of the month to the end of the month.
3. The vendor will be required to provide the full amount of bandwidth requested for each link location during the entire course of the agreement.
4. If the vendor repeatedly fails to meet performance specifications or provide such support services, MCSD can request the termination of the contract with written notice. After written notice has been given, the vendor will have 14 days to correct the situation. Failure of the vendor to correct the situation will be just cause to terminate the contract. Unsatisfactory service will be reported to the Schools and Libraries Division E-Rate Services.

## 5.0 **PROPOSAL CONTENTS AND SUBMISSION REQUIREMENTS**

Proposals shall be limited to 20 pages; single sided, not including cover letter, resumes and any appendices. Please submit One (1) original and one (1) electronic copy. Please label the outside of the package –“RFP WAN”. Your Proposal must be in a sealed envelope marked with your company name, title of Proposal, date and time of opening. All responses **must** be formatted as stated. Include the following information:

Due Date: March 13, 2020  
 Time: 2:00 P.M. (Mountain Time)

Location: Attn: Brian Amack  
Director of Technology  
Morgan County School District Re-3  
715 West Platte Avenue  
Fort Morgan, CO 80701

The Proposals shall contain the following contents (following exact format):

**SECTION 1. Cover Letter/Letter of Interest**

Please provide a brief description of your firm, primary services provided, address of your firm's *local* office, telephone and fax number, E-mail address, date firm established, type of firm (individual, corporation, etc.), number of employees, and the name of the team member who will serve as the MCSD's contact throughout the contract.

**SECTION 2. Qualifications**

**MANDATORY VENDOR QUALIFICATIONS**

MCSD requires a vendor to offer a solution for all of the projects covered under this RFP. Vendors who wish to submit a proposal to this RFP must meet, at a minimum but not limited to, the following requirements and submit proof with their proposal:

1. Vendor must have at least two years' experience in implementation and ongoing support of fiber network.
2. On-site maintenance must be performed as needed by experienced personnel.
3. Vendor must provide three (3) references of similar work and scope.

**VENDOR REGISTRATION WITH SLD**

The Vendor must provide proof of registration with the USAC - Schools and Libraries Division (SLD) for reimbursement as a Telecommunications Provider under E-Rate guidelines. If the Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number, MCSD is not responsible for the discounted portion of the Vendor's bill. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations and for filing the appropriate Form 474 for reimbursement. Vendor is responsible for supplying the SLD SPIN number. The vendor must also include their FCCRN number and certification of their current FCC status in the form of a printout from the FCCRN site. Vendors who do not currently have green light status will not be considered. The loss of "green light" status with the FCC shall render any contracts entered into with the vendor to be immediately null and void. Vendor must be a valid E-Rate provider with an approved SPIN provided with the proposal. Vendor must also submit all applicable E-Rate Item 21 Attachments with proposal.

**SECTION 3. References.**

Any Company that does not meet the minimum number of three (3) references, or their references supply less than adequate recommendations, will automatically be excluded from award.

**SECTION 4. Recommended Plan.**

**SECTION 5. Fee Proposal**

Please provide the installation (one time) and monthly (ongoing) cost proposals for this five-year project as follows:

- 1. A terrestrial-based 10GigE or faster full duplex managed fiber optic service (Ethernet capable) connectivity (minimum) or Dark Fiber capable of 10GigE or faster to these sites:

<b>Elementary Schools</b>	<b>Address</b>
Sherman Early Childhood Center	300 Sherman Street, Fort Morgan 80701
Columbine Elementary	815 West Street, Fort Morgan 80701
Green Acres Elementary	930 Sherman Street, Fort Morgan 80701
Pioneer Elementary	415 Spruce Street, Fort Morgan 80701
Abner S. Baker Central School	300 Lake Street, Fort Morgan 80701 (Note there are two connections from this school to the District Support Center)
<b>Middle Schools</b>	<b>Address</b>
Fort Morgan Middle School	605 Education Ave, Fort Morgan 80701
<b>High Schools</b>	<b>Address</b>
Fort Morgan High School	709 East Riverview Avenue, Fort Morgan 80701
Lincoln High School	230 Walnut Street, Fort Morgan 80701
<b>Admin</b>	<b>Address</b>
District Support Center	715 West Platte Avenue, Fort Morgan 80701

- ✓ The District Support Center (DSC), located at 715 West Platte Avenue, CO 81501, shall serve as the aggregate point for the network.
- ✓ Please include the installation (one time) costs and monthly (ongoing) costs for each individual site, clearly delineating the separate one time and ongoing costs for each individual site.
- ✓ All sites shall terminate on a 10 Gigabit or faster handoff via LC or SC Single Mode fiber or Dark Single Mode Fiber. The site demark shall be determined by Morgan County School District technical staff.
- ✓ Network outage service should be coordinated with the MCSD technical staff.
- ✓ An uptime guarantee of 99.95% or better shall be provided.

- ✓ The circuits shall be capable of carrying multiple data services such as computer networks, voice-over-IP, digital video, etc.
- ✓ All equipment necessary to provide this connectivity shall be provided.
- ✓ All vendor equipment installed shall be under repair maintenance at no cost to MCSD for the life of the contract agreement.

**SECTION 6. Project Schedule.**

**SECTION 7. Attachments.**

Include any contracts and/or agreements the MCSD will be expected to sign.

**6.0 EVALUATION AND SELECTION CRITERIA.**

All Proposals received by the due date will be reviewed and evaluated by the Buyer and/or Selection Committee. After those firms deemed the most qualified are selected, further evaluation and interviews of the selected firms may be conducted as part of the final selection process. Final approval and award will be made by the Board of Education.

The MCSD reserves the right to select a firm that, in its sole judgment, best meets the needs of the MCSD. The MCSD reserves the right to accept or reject any and all proposals, or any portion or combination thereof, to contract services with whomever and in whatever manner the MCSD decides, to abandon the services entirely, to award on the basis of partial or total proposal, and to waive any informality or non-substantive irregularity, as the interests of the MCSD may require. The award of a contract is contingent of availability of funds. Award is at the sole discretion of the MCSD, acting through the Board of Education. The contents of this RFP are incorporated into, and will become a part of any resultant award.

The MCSD is not obligated to explain any deficiencies in their request for proposal, nor accept requests for justification from firms not selected. All proposal submission materials become the property of the MCSD.

**SELECTION CRITERIA:** Proposals shall be evaluated and a final determination will be based on:

1. Vendor's overall performance records based on available references, reliability, and meeting the requirements as defined in the Vendor Qualifications List.
2. Vendor's performance history based on the length of time installing proposed products. The vendor should be able to prove extensive working knowledge of K-12 environment and demonstrate an adequate number of similar installs in such environment.
3. Vendor's ability to meet all the requirements detailed in the RFP as a vendor that can supply hardware, installation, engineering, and support services as required to implement and maintain the installed network.
4. Priority will be given to Dark Fiber Services.

4. The MCSD reserves the right to accept or reject any and all proposals based on best overall value and in the best interest of the MCSD.
5. Vendor's implementation team including but not limited to, qualifications, experience, certifications, and management capabilities.

## **7.0 INSURANCE**

During the term of the Contract, Contractor shall, at his own expense, purchase and maintain the following insurance in comprehensive general liability form in a company or companies properly licensed to do business in the State of Colorado, and satisfactory to the MCSD. Certificates of Insurance acceptable to the Owner shall be filed with the owner prior to commencement of the work.

Workman's Compensation including Occupational Disease and Employer's Liability Insurance:

Statutory: Amounts and coverage as required by Workman's Compensation laws for the State of Colorado.

Employer's Liability: At least \$100,000 each accident.

Comprehensive General Liability (include all major divisions of coverage for the following on a comprehensive basis):

Premises and Operation

Owner's and Contractor's Protection

Independent Contractors

Products and Completed Operations

Contractual – Including specified provisions for contractor's obligations

Limits shall be not less than those stated below:

Bodily Injury Liability – including personal injuries: \$1,000,000 each occurrence 3,000,000 aggregate.

Property Damage Liability - \$1,000,000 each occurrence, 3,000,000 aggregate

Comprehensive Automobile Liability – include coverage for the following;

Owned vehicles and vehicles under long term lease hired automobiles

Employer's non-ownership liability

No insurance shall be canceled or otherwise voided during the Contract period, without at least 30 days prior written notice to the Owner, nor shall any insurance be invalidated should the insured waive any or all right of recovery against any party.

Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by and Excess or Umbrella Liability policy.

## **8.0 REQUEST FOR INFORMATION (RFI)**

IMPORTANT! Any and all request for clarification or explanation of the Request for Proposal must be provided in written form and E-mailed to the MCSD Personnel listed below by February 27, 2020:

MCSD Contact Person:

Brian Amack

Director of Technology

715 West Platte Avenue

Fort Morgan, CO 80701

(970) 370-6101

[bamack@morgan.k12.co.us](mailto:bamack@morgan.k12.co.us)

All Requests for Information must be transmitted via E-mail and must include the words (Request for Information) as the subject title and will be incorporated into and made a part of this Request for Proposal.

**OFFER CERTIFICATE**

Please type/or print all information clearly.

Any illegible or ambiguous information will be excluded from the MCSD's evaluation.

Return RFP Proposal in its entirety. Include all instructions, terms and conditions etc.

Any unsolicited information may be included or excluded at the discretion of the Director of Purchasing if in the best interest of the MCSD.

Contractor shall furnish the following information:

- (a) Full Business Name \_\_\_\_\_
- (b) Address \_\_\_\_\_
- (c) Number of years in business \_\_\_\_\_ State Incorporated \_\_\_\_\_  
(This branch or location.)

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The undersigned hereby:

- Certifies that I have not used any outside agent in arriving at the attached figures, and have not contacted any competitors in arriving at these figures.
- Agrees to deliver the items specified within this bid, in accordance with the terms, conditions, specifications and prices set forth.
- Quotes are valid for a period of 90 days from receipt of proposal.
- Has Read and Agrees to the Terms, Guarantees and Conditions contained within this RFP document.

Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Signature of authorized agent \_\_\_\_\_

Typed or Printed name of authorized agent \_\_\_\_\_

Date: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Phone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

Bid Terms: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

**REFERENCES:** Furnish a list of a minimum of three (3) business references. Agency references of similar type and size is preferable. Each reference must have a service history with your company, of no less than one year.

COMPANY NAME \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Contact Name \_\_\_\_\_  
Years of service with contractor \_\_\_\_\_  
District Notes: \_\_\_\_\_  
Amount of Contract \$ \_\_\_\_\_

COMPANY NAME \_\_\_\_\_  
Reference Business Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Contact Name \_\_\_\_\_  
Years of service with contractor \_\_\_\_\_  
District Notes: \_\_\_\_\_  
Amount of Contract \$ \_\_\_\_\_

COMPANY NAME \_\_\_\_\_  
Reference Business Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Contact Name \_\_\_\_\_  
Years of service with contractor \_\_\_\_\_  
District Notes: \_\_\_\_\_  
Amount of Contract \$ \_\_\_\_\_

**Fee Proposal Form**  
**[if applicable]**

## **MORGAN COUNTY SCHOOL DISTRICT RE-3**

### **TERMS AND CONDITIONS FOR SERVICES**

#### **ENTIRE AGREEMENT**

This Purchase Order embodies the entire agreement between MCSD and SELLER and supersedes all other writings. The parties shall not be bound by, or be liable for, any statement, representation, promise, inducement or understanding not set forth herein.

#### **INDEPENDENT CONTRACTOR**

Vendor represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this Purchase Order. Vendor shall act as an independent contractor and not as the agent of MCSD in performing this Work, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Purchase Order or any lower-tier purchase order or subcontract awarded by Vendor shall create any contractual relationship between any lower-tier supplier or subcontractor and MCSD. Vendor shall perform the Work hereunder in accordance with its own methods subject to compliance with the Purchase Order.

#### **LABOR, PERSONNEL AND WORK RULES**

Vendor shall employ only competent and skilled personnel to perform the Work under this Purchase Order. Vendor shall, at MCSD's request, remove from the Work any Vendor personnel who are acting in violation of any provision of this Purchase Order, including, but not limited to Site Work, safety or security rules, or at MCSD's sole discretion, determined to be undesirable for the Work. In the event an employee is so removed, Vendor shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

For Work performed on MCSD premises, Vendor shall observe MCSD'S procedures, regulations and Work rules to include, but not limited to, established Site working hours and security requirements.

#### **CHANGES**

MCSD may at any time, by written revision, direct additions, deletions or changes, including, acceleration or deceleration, to all or any part of the Work and Vendor agrees to perform such Work as changed. If any such revision causes an increase or decrease in Vendor's cost of, or the time required for the performance of any part of the Work, MCSD shall make an equitable adjustment to the price, the delivery schedule, or both, and the Purchase Order shall be modified accordingly. Nothing in this clause shall excuse Vendor from proceeding with the Purchase Order as changed, whether or not an equitable adjustment has been made. The Vendor must assert its claim for an adjustment under this clause within 20 days of receipt of the change order.

#### **WARRANTY**

Vendor warrants that it will perform the Work under this Purchase Order with the degree of high professional skill and sound practices and judgment that is normally exercised by recognized professional firms with respect to Work of a similar nature. In addition to all other rights and remedies that MCSD may have, Vendor shall, re-perform the Work to correct any deficiencies from Vendor's failure to perform in accordance with the Purchase Order statement of Work, specifications and drawings, and the above standards, at Vendor's expense.

## **WAIVER**

The failure of either party to insist on performance of any provision of this Purchase Order shall not be construed as a waiver of that provision in any later instance.

## **INDEMNITY AND HOLD HARMLESS**

Vendor hereby releases and shall indemnify, defend and hold harmless MCSD, their officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including, but not limited to those arising out of injury to or death of Vendor's employees, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Vendor, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Purchase Order. Vendor's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless.

## **MCSD FACILITY REQUIREMENTS**

No on-site office or storage space shall be provided as a part of this Contract.

MCSD is a tobacco-free environment. No smoking or chewing of tobacco is permitted on school grounds or in any MCSD facility.

Any damages caused by the VENDOR in the performance of this Contract shall be repaired at no cost to MCSD.

No official or employee of MCSD who exercises any functions or responsibilities in the review or approval of this undertaking, or carrying out of the Statement of Work shall voluntarily acquire any personal interest, directly or indirectly, in the Contract.

The VENDOR covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, that conflict in any manner or degree with the performance of the services hereunder. The VENDOR further covenants that no person having any such known interests shall be employed or conveyed an interest directly or indirectly, in the Contract.

## **FAIR LABOR STANDARDS ACT AND EQUAL OPPORTUNITY EMPLOYMENT ACT**

The VENDOR agrees to comply with the Fair Labor Standards Act, the Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders in connection with the furnishing of supplies or performance of work under this Contract, to the extent that the same may be applicable; and further agrees to insert the foregoing provision in all subcontracts or purchase orders awarded in connection with this Contract.

**TERMINATION**

MCSD may unilaterally terminate this Contract upon VENDOR's nonobservance of any of the foregoing or for failure to comply with any of the clauses and provisions of this Contract, including any modifications, upon seven (7) days notice to the VENDOR.

**APPLICABLE LAW**

Any suit filed relative to this Purchase Order must be filed in a court of competent jurisdiction in Morgan County, Colorado.

**AVAILABILITY OF FUNDS**

In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Purchase Order shall neither create nor be construed to create any multiple-fiscal year direct or indirect MCSD debt or other financial obligation whatsoever. The parties recognize that the purchase is dependent upon the continuing availability and appropriation of funds (including per pupil funding for Program students from the State of Colorado) beyond the terms of MCSD's current fiscal period ending upon the next succeeding June 30, and that financial obligations of MCSD payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.