Disk to Disk to Tape Back-up Environment

Request for Proposal (RFP) # 21959

Date of Issue: February 22, 2008

Question Cut-off: March 6, 2008 at 2:00 PM (our clock)

RFP Close Date: March 20, 2008 at 2:00 PM (our clock)

Proposal to be returned PRIOR to time and date above.

RETURN TO:
Barbara Ruley, CPPB
Jefferson County School District R-1
Education Center, Purchasing Dept.
1829 Denver West Drive, Bldg #27, 3rd floor
P.O. Box 4001
Golden, Colorado 80401-0001
(303) 982-6750

RESPONDENT’S CERTIFICATION

The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials, equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set fourth herein.

Company Name ________________________________
Address _______________________________________________________
City ________________________ State _____ Zip___________
Telephone No. ________________________________
Fax No. _____________________________
Contact Name ________________________________, Title __________________________
By ________________________________
   (Authorized Signature)

Email ______________________________________
OVERVIEW OF THE DISTRICT

Jefferson County Public School District (the District), the largest school district in Colorado, serves a geographic area of approximately 800 square miles and has a current enrollment of over 85,000 students. The staff consists of over 12,000 full and part time professional and support personnel located in over 150 schools and office facilities.

PROPOSAL INFORMATION

The District is seeking proposals for a new disk to disk to tape (D2D2T) backup environment. The District requires a scalable disk to disk to tape solution to meet the District's needs, now and for the next 5 years. The devices must be scalable to meet unforeseen changes in capacity.

BACKGROUND

The District’s current backup environment consists of a Symantic NetBackup Master/Media server (IBM RS6000 B80 with 2 CPUs and 1024 MB RAM) as the primary backup server. A second media server running Windows 2003 is located at an offsite location with a second tape library. The Master/Media server connects to an ADIC Scalar 1000 with 6 DLT8000 tape drives and an additional 19 TB of NAS on an EMC Clariion. The second Media Server is attached to an ADIC Scalar 100 with 3 LTO-TD1 tape drives. Jefferson County School District is currently backing up 15 UNIX servers, 80 Windows servers and 2 Novell servers.

The second media server supports backups at our Quail facility, and the duplication of mission critical data from the Education Center at 1829 Denver West Drive to the Quail facility. This second media server will continue to be used in the new environment.

The District is currently backing up 17 UNIX servers, 80 Windows servers and 2 Novell servers. Our backup window runs from 4:00 pm until 7:00 am five days a week. Backups currently run all day Saturday and Sunday. About 90% of the backups are over the LAN with the remaining 10% completed via business continuance volumes (BCVs).

The BCVs are used in support of the District's production Oracle/Peoplesoft databases. The BCV mirrors are then fractured, and one is mounted on the Master server for local backup. This method will continue to be used in the new environment.
Capacity Numbers for the current Environment
=================================================================================================================

NOTE: numbers have been rounded up.

7 day a week databases = 2 months* on disk
    Daily full backup = 0.15 TB
    Total stored on disk = 9 TB

7 day a week databases = 1 month* on disk
    Daily full backup = 0.13 TB
    Total stored on disk = 4 TB

6 day a week databases = 1 month* on disk
    Daily full backup = .04 TB
    Total stored on disk = 1 TB

Windows servers = 1 month* of both fulls and incrementals on disk, 12 month of fulls on tape
    Daily incrementals = .22 TB per day
    Weekly fulls = 2.5 TB per week
    Total stored on disk = (.22 x 5 x 4) + (2.5 x 4)) = 14.5 TB
    Total stored on tape = (2.5 x 52) = 130 TB

1 week of Microsoft Exchange information store data
    Daily fulls = .45 TB
    Total stored on disk = 3.2 TB

Unix servers = 1 month* on disk
    Weekly full backups = .25 TB
    Total stored on disk = (.25 x 4 ) = 1 TB

Grand totals:

    Total for disk storage = 33 TB
    Total for tape storage = 130 TB

* 1 month equals 30 days.
Five Year Projected Growth Rate

The percentages below were used to calculate the growth rate per year times 5 years.

- Databases with 7 day a week full backups – 10% per year growth
- Databases with 6 day a week full backups – 10% per year growth
- Windows systems (including exchange) – 40% per year growth
- UNIX systems - 10% per year growth (due to the addition of new servers)

Amount of data the District will be storing in 5 years

7 day a week databases = 2 month* on disk
  Daily full backup = .23 TB
  Total stored on disk = 13.5 TB

7 day a week databases = 1 month* on disk
  Daily full backup = .2 TB
  Total stored on disk = 6 TB

6 day a week databases = 1 month* on disk
  Full backup = .06 TB
  Total stored on disk = 1.5 TB

Windows servers = 1 month* of both fulls and incrementals on disk, 12 month of fulls on tape
  Daily incremental = 1.2 TB per day
  Weekly fulls = 13.5 TB per week
  Total stored on disk = 78 TB
  Total stored on tape = 700 TB

1 week of Microsoft Exchange informations store data
  Daily fulls = 2.4 TB
  Total stored on disk = 17 TB

Unix servers = 1 month* on disk
  Full backup = .38 TB
  Total stored on disk = 1.5 TB

Grand totals:
  Total for disk storage = 118 TB
  Total for tape storage = 700 TB
NOTE: these totals do not include an additional 60 TB of systems coming into the data center in the next 2 to 3 years.

* 1 month equals 30 days.

Disk to Disk to Tape (D2D2T) Goals:

What stays on disk:

- 2 months of 7 day a week full dump databases
- 1 month of 7 day a week full dump databases
- 1 month of 6 day a week full dump databases
- 1 month of Windows servers -- fulls and incrementals
- 1 weeks of Microsoft exchange information store - fulls
- 1 month of Unix servers -- fulls

What goes to tape:

At the end of each month, the following full dumps on disk are written to tape and retained for one year:

Windows servers full dumps

**SCHEDULE**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions may be submitted to Purchasing</td>
<td>no later than 2:00 p.m. March 6, 2008</td>
</tr>
<tr>
<td>Questions will be responded to through an</td>
<td>March 10, 2008 - Estimated Date</td>
</tr>
<tr>
<td>Addendum which will be posted on Rocky</td>
<td></td>
</tr>
<tr>
<td>Mountain E-Procurement system</td>
<td></td>
</tr>
<tr>
<td>Proposals due</td>
<td>March 20, 2008 at 2:00PM</td>
</tr>
<tr>
<td>Proposal evaluations</td>
<td>Begins March 24, 2008</td>
</tr>
<tr>
<td>Clarification Questions ( if necessary)</td>
<td>TBD</td>
</tr>
<tr>
<td>Interviews - if needed</td>
<td>April 10, 2008</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>TBD</td>
</tr>
<tr>
<td>Award notification</td>
<td>April 24, 2008 - Estimated Date</td>
</tr>
<tr>
<td><strong>Installation completed no later than</strong></td>
<td>June 23, 2008</td>
</tr>
</tbody>
</table>
SCOPE OF WORK/SPECIFICATIONS

The new backup D2D2T backup environment must address, include and or provide solutions for the following:

1. The entire solution, both disk and tape, must be scalable. Proposals must be configured to meet the District's needs now and for the next 5 years. The devices must be scalable to meet needs in the event that project capacity planning was inadequate.

2. The entire solution must seamlessly integrate with Symantec's Netbackup Enterprise versions 6.0 MP4 and 6.5.
   - Symantec certification of proposed environment's components and design would carry considerable weight.
   - Support of Netbackup 6.5's direct to tape functionality would be considered a plus.
   - The District will be responsible for the licensing of the Symantec Netbackup environment.
   - Each proposal must include a p-series IBM AIX 5.3 server acting as the Netbackup Master Server configured to meet the requirements of the proposed environment.

3. The disk portion of the solution must include a dedicated storage environment.
   - The proposed solution cannot be incorporated into the District's current EMC Clariion or Symetrix SAN environments.
   - The entire solution, both disk and tape, will be incorporated into the District's existing data center network. This environment is comprised of Cisco network elements including, but not limited to, Catalyst 6509, 4948, 3750 switches. Internet Protocol version 4 (IPv4) is used as the primary transport protocol, and the District has a fiber-channel network for storage/host interconnection. The data storage network supports 2GB fiber connections. All inter-host communication takes place over the IPv4 data network. Dedicated fiber connections are only available within the data center, wide-area connections are facilitated via Metro Ethernet (MoE) with rates from 100MB up to 1000MB.

4. The disk portion of the solution must include bi-directional replication capabilities.
   - This is a required feature for future DR implementation between a primary and off-site location.
   - The bi-directional replication must, on a daily basis, keep the primary and off-site disk-based storage devices in sync. Replication between these devices must happen within eight hours or less.

5. The entire solution must include redundant data and power supplies, redundant cooling fans, NICs and must be able to connect to the existing storage network via 2GB fiber channel.
6. The proposed solution must be compatible with IBM's AIX 5.3 operating system.
   - The installation and maintenance of an additional, non AIX operating system is not desirable, but can be accommodated. Those devices that require an operating system other than AIX would be considered appliances; therefore support, maintenance and patching would be the responsibility of the Respondent supplying the appliance.

7. The proposed solution must support deduplication.
   - This is a required feature to address growing capacity requirements and preferably, would not be implemented until a later date.
   - Deduplication in the District's environment is seen as an option to increase capacity of the proposed solution as needed and not as a requirement to meet initial capacity requirements.

8. Proposals must provide the entire D2D2T solution including professional services
   - Professional services must include but may not be limited to: installation, configuration, maintenance, data migration from the current environment to the new environment and knowledge transfer.
   - Installation of the p-series IBM AIX Master/Media server should include, but may not be limited to, installation into an existing IBM brand (T42) rack, installation of the AIX 5.3 operating system, and attachment, including all cabling, to existing HMC server.

9. At a minimum, the maintenance/support plan should include:
   - On-site support Monday through Friday (during normal business hours)
   - Four-hour response time for on-site support
   - 24-hour telephone support
   - Priority call handling

**GENERAL CONDITIONS**

1. The respondent(s) shall be in agreement with all provisions of the Request for Proposal. Any request for deviations/exceptions to the technical requirements, data requirements, and/or terms and conditions of the Request for Proposal must be explained in detail on Respondent’s letterhead and included in the proposal response.

2. Proposal responses must include all of the information requested. Proposals may be rejected by the District if the respondent(s) fail to completely provide all information necessary for a complete understanding of the proposal or fails to answer all questions adequately.

3. Each respondent shall submit all information requested, in the order specified in the section below - Proposals Submissions. Failure to do so may result in the proposal being rejected.

4. Proposals shall be straightforward and concise and shall demonstrate the Respondent’s ability to satisfy the requirements of the RFP. Unclear or ambiguous statements such as “all reasonable efforts to provide” must be avoided. Failure to address any of the requirements may be subject to rejection. Inability to meet any specified requirements must be so stated and thoroughly explained.
5. The District reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.

6. Any award made will be to the respondent(s) whose technically acceptable offer will be the most advantageous to the District considering the evaluation criteria listed.

7. Any written statement made as part of the proposal, including the RFP may become part of the final contract. Any addenda to the respondent's original proposal, such as letters, facsimile, and any other written clarifications and commitments may also become part of the final contract.


9. The respondent(s) guarantees prices for the product or services will not increase during the initial term of the agreement. If prices decrease during the term of this contract, the successful respondent must notify the District of the lower prices.

10. The District reserves the right to cancel at any time any awards occurring as a result of this proposal, if it is determined by the Director of Purchasing that quality of product or respondent service/performance is unacceptable.

11. All information shall be submitted at the dates and times indicated herein to:
   Barbara Ruley, CPPB
   Jefferson County Public School District No. R-1
   1829 Denver West Drive, Building #27
   Golden, CO 80401-0001
   bruley@jeffco.k12.co.us

   All contacts regarding this Request for Proposal must be done in writing through the Jefferson County Public School District Purchasing Department.

   This restriction does not apply to:
   • District initiated communications by evaluation committee only to satisfy clarification questions as part of the stage one evaluation process
   • Scheduled product demonstrations and Respondent interviews during the second stage evaluation

   In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.
SPECIAL CONDITIONS:

1. **Delivery - Equipment must be received, services rendered and the District must accept by June 23, 2008**

2. All questions must be submitted via e-mail to Barbara Ruley at bruley@jeffco.k12.co.us.

3. The District reserves the right to negotiate with one or more respondents in order to come to an acceptable contract agreement. Information in the proposals shall remain confidential until such time the District is ready to make the award.

4. 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 Respondent for an additional one (1) year, but not to exceed four (4) additional one (1) year periods.

5. Proposals submitted in response to this Request for Proposal shall become the property of District and be considered public documents under applicable Colorado state law.

PROPOSAL SUBMISSION REQUIREMENTS

The proposing firm shall submit one (1) original and five (5) hard copies of their response.

The following information must be addressed and clearly labeled in the Respondent’s proposal.

- Provide detailed information on the proposed D2D2T solution
- Provide certification of Symantec compatibility
- Outline the proposed maintenance program
- Provide detailed information on all professional services
- Include specifications for each component of the environment
- Provide acknowledgement that delivery date can be met.
- Detailed cost proposal

EVALUATION CRITERIA

The information listed below is in a random order. Proposals will be evaluated based on the following criteria:

- Proposal as presented to meet the scope of work/specifications required.
- Cost proposal
- Proposed service and equipment
- Ability to meet schedule
- Quality of references and level of satisfaction or present and former clients
TERMS AND CONDITIONS

SUBMISSION: Late proposal will not be accepted. No oral, telephonic, telegraphic email or facsimile responses will be considered. A duly authorized official must sign this proposal. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at least 72 hours prior to the closing date and time.

AWARD: No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee. The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident Respondents against nonresident Respondents to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Respondent.

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

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

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

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

PAYMENT: The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to Jefferson County Public School District, Attn: Accounts Payable, 1829 Denver West Dr. Bldg #27, Golden Colorado 80401.

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

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

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

DELIVERY: Equipment must be received, services rendered and the District must accept by June
23, 2008. Time is of the essence. Delivery is part of the consideration and the advised delivery date
given on this bid must be complied with unless otherwise instructed by the Director of Purchasing or
designee. The District will not be responsible for any goods delivered or services performed without a
purchase order signed by an authorized representative of The District.

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

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

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

CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards
occurring as a result of this bid.

DELIVERY: Time is of the essence. When a date is set for the delivery of merchandise or the
performance of work, the merchandise must be delivered, or work performed, in accordance with the bid
specifications or description on or before that date, or the order to the delinquent Respondent may be
canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at
market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or
deducted from any money due the delinquent Respondent.

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

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

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

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

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

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

EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.
INSURANCE: The Respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including workers’ compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the Respondent or his agents. The Respondent will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than $2,000,000 ($2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit $2,000,000, $2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy. The Respondent will furnish copies of insurance certificates for statutory workers’ compensation and employers’ liability with limits of not less than $1,000,000.

ILLEGAL ALIENS: Pursuant to Colorado Revised Statutes. § 8-17.5-101 et. seq., the District cannot enter into or renew a public contract for services with a vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with illegal aliens to perform work under the contract.

In accordance with the mandatory provisions of Colorado Revised Statutes. § 8-17.5-101 et. seq., Vendor/Contractor certifies that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to the Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.

The Vendor/Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the United States Citizenship and Immigration Services’ Basic Pilot Employment Verification Program (hereinafter referred to as the “Basic Pilot Program”). If Vendor/Contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Vendor/Contractor shall apply to participate in the Basic Pilot Program every three months until the Vendor/Contractor is accepted or the Contract for services has been completed, whichever is earlier. The Vendor/Contractor shall not use the Basic Pilot Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

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

a. Notify the subcontractor and the District within three days that the Vendor/Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that the Vendor/Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the “Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).
If the Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and the Vendor/Contractor shall be liable for actual and consequential damages.

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

CRIMINAL RECORD VERIFICATION: Successful Respondent will be required to complete Criminal record check on all employees who work on 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 Respondent must complete the district’s Criminal Records Check Certification. Each individual Respondent will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.