

# Request for Proposal

CNCC 21-RFP-0001



**ADVANCED SYSTEM KEY CERTIFICATION PROGRAM**

**CCNC 21-RFP-001**

**PROPOSALS DUE BY: AUGUST 6, 2021**

## **ORGANIZATION BACKGROUND**

The Consolidated Communications Network of Colorado (CCNC) is a non-profit 501(c) (3) organization that uses and manages the Colorado Statewide Digital Trunked Radio System for first responders.

**The Consolidated Communications Network of Colorado (CCNC) hereby solicits Firm Fixed Pricing proposals, as detailed in this Request for Proposal (RFP).**

## **PROJECT DESCRIPTION**

The Consolidated Communications Network of Colorado (CCNC) is seeking proposals for the creation of an Advanced System Key (ASK) certification program, to include classroom training, hands-on certification, testing and recertification testing for all mobile, portable, and base station radios authorized, owned and operated on the CCNC governed Statewide DTRS operated by the State of Colorado Public Safety Communications Network (PSCN). The CCNC is requiring the ability to choose different certification programs based on the cost, use, and requirements of each type of equipment. As an Offeror you will be asked to bid three different written tests, and separate hands-on certifications per radio type so that the CCNC can make the best business decision per type of radio to be programmed.

**SECTION I – ADMINISTRATIVE INFORMATION****1. PROPOSAL INFORMATION**

This section provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet, NonProfitRFP, and the CCNC website. All addenda or amendments shall be issued through the same systems and may not be available through any other source.

**2. SPECIAL TERMS**

Note the following definitions of terms as used herein:

“CCNC” means the Consolidated Communications Network of Colorado.

“Contractor” or “Consultant” means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in this solicitation.

“Offer” means the proposal.

“Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

“Project” refers to the work/services described in this solicitation.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the CCNC to be most advantageous in terms of the criteria designated in the RFP.

**3. PROPOSAL ISSUE DATE**

**RFP Number:** CCNC 21-RFP-001

**Date:** August 6, 2021

**4. PRE-PROPOSAL CONFERENCE – (MANDATORY)**

**Date:** July 30, 2021

**Time:** 09:00

**Location:** Held Virtually

<https://global.gotomeeting.com/join/539454405>

**You can also dial in using your phone.**

United States: [+1 \(786\) 535-3211](tel:+17865353211)

**Access Code: 539-454-405**

**5. QUESTIONS AND OTHER REQUESTS FOR INFORMATION**

All questions shall be submitted in writing (via email only) to the following CCNC Point of Contact (POC) as noted below.

**Question Deadline:** July 30, 2021

**Time:** 2:00 p.m.

**To:** Jeff Vaughn, CCNC Secretary  
jvaughn@dcsheriff.net

**6. IDENTIFICATION OF PROPOSALS**

The solicitation number and due date for submission of Proposals must be clearly marked on the outside of the container as follows:

**Proposal No.:** CCNC21-RFP-0001, Advanced System Key Certification Program

**Due Date:** August 6, 2021

**Time:** 2:00 p.m.

**Company Name:**

Any Proposal that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of Proposals and then resealed or it also may be rejected as non-responsive.

**7. SUBMISSION OF PROPOSALS**

Proposals shall be submitted as follows:

**Due Date:** August 6, 2021

**Time:** 2:00 p.m.

**Location:** CCNC, Inc.  
% Douglas County Sheriff's Office  
ATTN: Jeff Vaughn  
4000 Justice Way  
Castle Rock, CO 80109

Offerors shall submit three (3) hardcopies of the Proposal and one digital copy on flash drive (flash drives must be in a labeled envelope). Proposals must be submitted in a sealed envelope, box, or other container (do not shrink wrap individual copies). Upon submission, all Proposal documents shall become, and remain, the property of the CCNC. In the case of a contradiction or inconsistency between the hardcopy and softcopy, the hardcopy shall prevail.

The cost of Proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and NO LATE PROPOSALS WILL BE ACCEPTED.

**8. ADDENDA**

Addenda to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any addenda issued to this RFP by acknowledging receipt in its proposal.

The CCNC will post all addenda on the CCNC website (ccncinc.org). It is the Offeror's responsibility to check the website for posted addenda.

**9. WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

**10. PERIOD OF ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the CCNC based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the CCNC at any time within 120 calendar days from the date of submission deadline.

The CCNC reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the CCNC. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

**11. RFP OBJECTIVE**

The objective of this RFP is to provide sufficient information to enable qualified Offeror's to submit written proposals to the CCNC. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

**12. PERFORMANCE PERIOD**

The performance period any contract awarded as a result of this RFP is anticipated to be as follows:

Base Period: August 13, 2021 – December 31, 2021  
Option Period 1: January 1, 2022 - December 31, 2022

**13. CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The CCNC will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

**14. SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offeror's to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offeror's or over the CCNC; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the CCNC's Code of Ethics contained in Article 3, of Chapter 1 of the CCNC Code and in the CCNC's Procurement Rules and Regulations.

**15. OFFEROR'S QUALIFICATIONS**

Each Offeror shall complete, and submit with its proposal, Exhibit G Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the CCNC, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the CCNC or is deemed to be irresponsible or unreliable by the CCNC based on past performance.

**16. COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals on either the combination or on separate units of the combination. The CCNC reserves the right to make awards on combination or separate proposals to the advantage of the CCNC. Combination proposals will be considered, only when specified.

**17. ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing the proposal submitted to the CCNC is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive Proposal bidding. This statement may also be in the form of an affidavit provided by the CCNC and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The

proposal will be rejected if it does not contain the completed anti-collusion affidavit.

**18. CONTRACT AWARD**

The CCNC intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the CCNC's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The CCNC reserves the right to reject any or all offers and to not make an award.

**19. NOTICE TO PROCEED**

Work may not start under any awarded contract until a formal, written Notice to Proceed is issued by the CCNC. The CCNC may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with these solicitation documents.

**20. DEBRIEFING**

Upon receipt of notification that their offer was not selected, Offeror's may request a debriefing on the selection process and strengths and weaknesses of its

proposal. The debriefing request is made by contacting the CCNC POC listed above. The CCNC must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected. However, actual debriefings will not take place until a contract has been fully executed with the awarded Contractor.

**21. NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90- 802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the CCNC with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

**22. PROCUREMENT RULES AND REGULATIONS**

All projects advertised by the CCNC are solicited in accordance with the CCNC's Purchasing Policies. The CCNC's Purchasing Policies can be viewed and/or downloaded from the CCNC website <https://ccncinc.org> . Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the CCNC's Purchasing Policies, when applicable. It is the Offeror's responsibility to advise the POC listed in this RFP of any perceived discrepancies prior to the date and time the Offer is due.

**23. FAIR TREATMENT OF OFFERORS**

The CCNC Department Head or other POC identified by the RFP shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the CCNC President as soon as possible.

**24. ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- A. All Sections of this solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits, and/or Attachments

**25. SALES TAX**

The successful Offeror, if awarded a contract, shall be responsible for all taxes associated with this project and its successful completion.

**26. INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the CCNC in the form of an Addendum/Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

**27. ADA REQUIREMENTS**

Title II of the Americans with Disabilities Act (ADA) applies to State and local government entities. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, to all activities of State and local governments regardless of whether these entities receive Federal financial



assistance.

## 28. ADA STANDARDS

It is a requirement of the CCNC and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. A design professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered and/or facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

## 29. APPROPRIATION OF FUNDS

- a. Funds **have not** been appropriated in whole or in part sufficient for performance of the CCNC's obligations under this solicitation and appropriated funds may not be expended due to the CCNC Charter spending limitations. The CCNC, without compensation to Offeror's, may terminate or cancel this solicitation or not award any contracts under this solicitation.
- b. In accordance with the Colorado Constitution and CCNC Charter, performance of the CCNC's obligations under any resultant contract will be expressly subject to appropriations of funds by the CCNC Council, and, in the event the budget or other means of appropriation for any year of the contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the CCNC.

## 30. RFP DOCUMENTS

The following comprise this RFP.

Sections I – III

Exhibit A – Scope of Work

Exhibit B – Cost Proposal

Exhibit C – Sample Contract, Terms and Conditions Exhibit D – Exceptions Form

Exhibit E – Minimum Insurance Requirements

Exhibit F – Proposal Certification, Representations & Certifications

Exhibit G – Qualification Statement

Exhibit H – Sample Evaluation Score Sheet

**SECTION II – PROPOSAL CONTENT****1. PROPOSAL CONTENT**

This section provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

**2. PROPOSAL FORMAT**

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages (excluding cover letter and resumes). A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10. The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP.

The following listed documents must be completed and included with the proposal in order for the submittal to be considered responsive. These documents do not count toward the page maximum.

- Exhibit B – Cost Proposal
- Exhibit D – Exceptions Form
- Exhibit E – Minimum Insurance Requirements
- Exhibit F – Proposal Certification, Representations & Certifications Exhibit
- G – Qualification Statement

Other documents that may be a part of the proposal but may be excluded from the page count include Employee Handbooks, Safety Manuals, Financial Documents, etc. These documents do not need to be included with the proposal but must be referenced in the proposal and made available upon request by the CCNC.

**3. COVER LETTER**

The cover letter shall be no more than two (2) pages. The cover letter shall contain at minimum the following information.

- A. RFP Number and Project Name
- B. Statement that the Offeror is qualified to perform the work
- C. Certification statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal
- E. The signature of an authorized principal, partner, or officer of the Offeror

**4. PROPOSAL CERTIFICATION**

The Offeror must complete and submit Exhibit F Proposal Certification and Representations & Certifications with its proposal.

**5. COMPLIANCE WITH SCOPE OF WORK**

In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in Exhibit A Scope of Work of this RFP. See Section III – Evaluation Factors for more information.

**6. PRICE PROPOSAL**

In the Price Proposal, the Offeror should provide a detailed breakdown of the price for the work described in these solicitation documents. The price must include all unit costs for material, labor, other direct costs (i.e. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee and all applicable taxes. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

See Section III – Evaluation Factors for more information.

**7. COMPANY INFORMATION AND APPLICABLE EXPERIENCE**

In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in Exhibit A Scope of Work of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on key personnel who will be the personnel performing the required services.

**A. Relevant Experience**

In the Expertise and Qualifications Area, the Offeror shall provide at least three references or identify contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain the outcomes of the projects.

**B. Key Personnel**

In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant contract. Explain how the key personnel are related to the projects cited as relevant past performance.

See Section III – Evaluation Factors for more information.

**8. PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented. Extraneous sales material is strongly discouraged.

**9. EXCEPTIONS**

All Offerors must complete Exhibit D Exceptions Form and return it with its proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

**10. INSURANCE REQUIREMENTS**

All Offerors must complete Exhibit E Minimum Insurance Requirements and return with its proposal as applicable. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

**SECTION III – EVALUATION FACTORS****1. EVALUATION AND AWARD**

This section provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

**2. EVALUATION CRITERIA**

Selection of the Contractor will be based on the following points awarded for qualifications demonstrated to meet the following criteria:

Qualifications / Personnel  
Approach/ Overall proposal  
Cost / Price  
Completeness / Presentation 25 points  
35 points  
35 points  
5 points  
**TOTAL 100 Points**

**A. Qualifications**

Description of firm's background and qualifications. Names and locations of at least three (3) locations at which Offeror has conducted similar services and requirements along with specific individuals whom can be contacted for references.

**B. Pricing**

Offerors should provide a completed Exhibit B Price Proposal. The prices and rates must be fully burdened/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee.

**C. Personnel**

Resume(s) of key personnel in critical positions. If candidates have not yet been identified, please submit a description of the basic qualifications, certifications, licenses, etc. that are required for the positions.

**D. Approach**

Describe any special equipment and capabilities proposed to be used to perform the work. Sample work order reports, trouble response procedures, and administrative reporting processes used should be explained. If possible, furnish historical documentation examples.

**E. Proposal**

Completeness and addressing all components of RFP.

**3. PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

**4. EXCEPTIONS**

All Offerors must complete Exhibit D Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

**5. INSURANCE REQUIREMENTS**

All Offerors must complete Exhibit E Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

**6. SELECTION COMMITTEE**

A selection committee will review all proposals. Through this process, the CCNC will determine which proposals are acceptable or unacceptable. Those Offeror's offering proposals deemed to be acceptable by the CCNC will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be selected for an award without further steps. The CCNC may notify, in writing, the Offeror's whose proposals are deemed to be unacceptable.

If the selection committee elects not to award based solely upon evaluation scoring, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may or may not be scored (they may be used as supporting information to the evaluation). The selection committee may request revisions to the original proposal from each of the Offerors at the conclusion of the interviews. The final decision may or may not exactly reflect scoring ranking.

The CCNC also reserves the right to request Best and Final Offers (BAFO) from all Offeror's at any point in the proposal evaluation process.

**7. AWARD OF CONTRACT**

It is anticipated that there will be negotiations or discussions with Offerors. However, the CCNC reserves the right to award without negotiations or discussions. The CCNC intends to award to the Offeror that demonstrates the best value to the CCNC and the most substantiated ability to fulfill the requirements contained in this RFP. In the event a contract cannot be negotiated with the top ranked Offeror, the CCNC may enter into negotiations with the second highest ranked Offeror, or the CCNC may decide to solicit new proposals.

Immediately after the Notice of Award, the successful Offeror will begin planning, in conjunction with the CCNC staff (to be designated by the CCNC), to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the CCNC to assist in the preparation for startup.

**Exhibit A**  
**SCOPE OF WORK**

Offeror's proposal should state how it will meet or exceed the listed services. It is not the intent of this RFP to limit the vendor's services. If vendor would like to propose additional services, please set those services out in your proposal after all requested responses are provided.

**1. Written Tests**

1. Provide three (3) different written tests for CCNC proctors to administer to Advanced System Key (ASK) applicants. One test will be used as the initial certification the recertification's will use the remainder of the tests and cycle through the tests for annual testing.
2. No more than 50% of any test will focus on manufacturer specific processes and 50% of the test on CCNC Standard Operating Procedures (SOP) on developing radio code plugs and features allowed. No More than 35% will be true/false questions, no more than 60 percent will be multiple choice questions, and no more than 5% will be narrative responses to the question.
3. Provide test keys to grade the tests for each test provided.
4. Provide the desired quantity of tests for each approved manufacturer of radio equipment as approved by the appropriate CCNC subcommittee. If a manufacturer has developed radio programming software that is exclusive to a series of radios, we will require separate tests for each software. In this case the CCNC SOP questions can be reused and the manufactures process and features questions would be changed appropriately.

**2. Hands-On Certifications**

- a. Provide Job Performance Requirement (JPR) documents that cover the separate and individual tasks of building a functional radio code plug that meets the recommendations of each manufacturer and CCNC and PSCN policy.
- b. Provide test keys for each JPR provided.
- c. Provide the desired quantity of JPR(s) for each approved manufacturer of radio equipment as approved by the appropriate CCNC subcommittee. If a manufacturer has developed radio programming software that is exclusive to a series of radios, we will require separate JPR(s) for each software. In this case the CCNC SOP requirements can be reused and the manufactures process and features requirements would be changed appropriately.
- d. See the attached example JPR.



**Advanced System Key Job Performance Requirement**

**Chapter: JPR: ASK - 021**

**Section: Revised 10/24/2019**

**Topic Best Practices**

**Candidate:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Agency / Vendor** \_\_\_\_\_

| <b>STANDARD:</b><br>CCNC, 2010 Edition  |   | <b>TASK: Best Practices</b> |      |        |      |
|---|---|-----------------------------|------|--------|------|
| <b>PERFORMANCE OUTCOME:</b> The candidate shall be able to explain their understanding of various best practices when programming and managing radios |   |                             |      |        |      |
| <b>CONDITIONS:</b> Candidate can determine best practices for radio management, codeplug management and programming of radios                         |   |                             |      |        |      |
| <b>EQUIPMENT REQUIRED:</b>  |   |                             |      |        |      |
| No.   | TASK STEPS  | FIRST TEST                  |      | RETEST |      |
|   |   | Pass                        | Fail | Pass   | Fail |
|   | <b>Best Practices</b>   |                             |      |        |      |
| 1.  | Explain the pros and cons of password protecting codeplugs?   |                             |      |        |      |
| 2.  | Explain Conventional and Talkgroup Personality Naming vs. Migrated Names  |                             |      |        |      |
| 3.  | Explain Codeplug View Settings.   |                             |      |        |      |
| 4.  | Explain the Radio Certification Types for Old and New battery Systems?  |                             |      |        |      |
| 5.  | Explain the process of adding the State Keys for encryption use on console patches, (define patch key).   |                             |      |        |      |
| 6.  | Explain DTR Site on Wheels (SOWs) programming for interop and contingencies.  |                             |      |        |      |
| 7.  | Explain programming log/documentation.  |                             |      |        |      |
| 8.  | Explain Programming Authorization documentation?  |                             |      |        |      |
| 9.  | Explain how to build the routine programming process to guard against duplicating IDs.  |                             |      |        |      |
| 10.   | Explain the complications around using a direct mode on a button/menu for talkaround versus stacking repeater and direct channels in the radio. |                             |      |        |      |

**Exhibit B**  
**COST PROPOSAL**

Proposers are encouraged to submit a cost proposal for Tests and JPRs based on the different programming software and radio family features and functions of service. Please state whether your initial cost proposal will remain firm during the duration of the contract. The CCNC will expect any decrease in costs to be passed to the CCNC. If costs will fluctuate during the term of the contract, please state what increases will be based on, i.e., CPI, man hours, etc. The costs for these products are to be detailed in the Cost Proposal and **are not to be included in the technical proposal.**

See the example Exhibit B Excel spreadsheet attached and modify to meet your proposal.



**Exhibit C  
SAMPLE CONTRACT**

Advanced System Key (ASK) Certification Program

|                                |   |                        |   |
|--------------------------------|---|------------------------|---|
| Vendor/Contractor              |   |                        |   |
| Contact Name:                  |   | Telephone:             |   |
| Email Address:                 |   |                        |   |
| Address:                       |   |                        |   |
| CCNC                           |   |                        |   |
| Contact/Project Manager:       |   |                        |   |
| NOT TO EXCEED Contract Amount: |   |                        |   |
| Contract Type:                 | Advanced System Key Certification Program | Period of Performance: | Base Period: 2021 w/1 subsequent one year options |

**1. INTRODUCTION**

THIS CONTRACT ("Contract") is made and entered into this\_\_day of \_\_, 2021 by and between the Consolidated Communications Network of Colorado (CCNC), in the County of \_\_\_\_\_, State of Colorado, (the "CCNC"), and \_\_\_\_\_ (the "Contractor").

**THE CCNC AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:**

The Contractor did on the \_\_day of \_\_\_\_\_, 2021 submit to the CCNC the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Exhibit A – Additional Terms and Conditions
3. Exhibit B – Contractor’s Proposal,
4. Exhibit C – Statement of Work.
5. Exhibit D – Project Schedule
6. Exhibit E – Insurance Requirements

**2) COMPENSATION/CONSIDERATION**

THIS FIRM FIXED PRICE CONTRACT is established at a firm fixed amount not to exceed \_\_\_\_\_.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform services to the CCNC in good and proficient manner to the satisfaction of the CCNC for the total contract amount designated above and as stated in the Notice of Award, to be paid by the CCNC to the Contractor.

### 3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

| <u>Performance Period</u> | <u>Dates</u>                        |
|---------------------------|-------------------------------------|
| Base Period:              | August 13, 2021 – December 31, 2021 |
| Option Period 1:          | January 1, 2022 - December 31, 2022 |

Option periods may be exercised unilaterally by the CCNC at the CCNC's sole discretion. Funding is subject to approval and distribution on an annual basis. In the event Funding is not approved the CCNC may at its discretion terminate the contract at no additional cost. Pricing for option periods shall be as indicated above. The CCNC may elect not to exercise an option at any time before start of an option at no additional cost to the CCNC. Further, the CCNC shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract.

Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to three additional option periods at the CCNC's sole discretion.

The total value of this Contract for all years shall not exceed \$\_\_\_\_\_. The value and current funding is \$\_\_\_\_\_ for the base year.

### 4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Exhibit E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Exhibit E. The CCNC shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future CCNC comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel.

Contractor shall file applicable insurance certificates with the CCNC and shall also provide additional insurance as indicated in this Contract. **A CURRENT CERTIFICATE OF INSURANCE IS**

***REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CCNC AS ADDITIONALLY INSURED.***

**5. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the CCNC.
- B. The CCNC's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the CCNC for any and all damages to the CCNC caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the CCNC provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**6. WORK OVERSIGHT**

- A. The extent and character of the work to be done by the Contractor shall be subject to
- B. If any of the work or services being performed does not conform with Contract requirements, the CCNC may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re- performance, the CCNC may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the CCNC may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the CCNC that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

**7. SUBCONTRACTORS**

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal

and agreed to by the CCNC. The Contractor shall obtain the CCNC's Representative written consent before making any substitution of these subcontractors, associates, or other contractors.

- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the CCNC and the Contractor's subcontractors, outside associates, and other contractors.

**8. KEY PERSONNEL**

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the CCNC's Representative and Fort Carson Representative. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

**9. START AND CONTINUANCE OF WORK**

It is further agreed that the Contractor will start work promptly and continue to work diligently until the Period of Performance expires.

The following provisions shall apply to this Contract and shall take precedence and control in the event of conflict with any other provisions of the Contract:

**3. APPROPRIATION OF FUNDS**

This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the CCNC, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the CCNC which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the CCNC. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

**4. CHANGES**

The Contractor and the CCNC agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the CCNC which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the CCNC that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the CCNC further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the CCNC unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized CCNC representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the CCNC representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the CCNC. The CCNC shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the CCNC.

**5. ASSIGNMENT**

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the CCNC and the surety has been given due notice of such assignment. Such written approval by the CCNC shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

**6. CHOICE OF LAW**

This Contract is subject to and shall be interpreted under the law of the State of Colorado. Court venue and jurisdiction shall be exclusively in the Colorado District Court. The Parties agree that the place of performance for this Contract is deemed to be in the State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees,



agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

#### **7. WORKERS' COMPENSATION INSURANCE**

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

#### **8. INDEMNIFICATION**

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the CCNC, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the CCNC, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the CCNC.

#### **9. INDEPENDENT CONTRACTOR**

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the CCNC shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The CCNC shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not CCNC employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any CCNC payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

**10. APPLICABLE LAW AND LICENSES**

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work as required by Exhibit A (Additional Terms and Conditions).

**11. PRIOR AGREEMENTS**

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the CCNC. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

**12. INTELLECTUAL PROPERTY**

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the CCNC owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights. Compensation to the Contractor for this Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the CCNC shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the CCNC all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the CCNC by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the CCNC the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the CCNC in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the CCNC. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the CCNC in connection therewith and appoints the CCNC as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect

as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

### **13. WAIVERS**

No waiver of default by the CCNC of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

### **14. THIRD PARTIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

### **15. TERMINATION**

#### **A. Termination for Convenience.**

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the CCNC may terminate this Contract at any time for convenience of the CCNC, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the CCNC shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the CCNC shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the CCNC. The CCNC shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the CCNC all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

#### **B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:**

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
  - ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
  - iii. Contractor's disregard of the authority of Project Manager.
  - iv. Contractor's violation of any material provision of the Contract Documents.
  - v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
  - vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petitioner answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
  - viii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
  - ix. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, CCNC may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will allow Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) calendar days after the date of the written notice or such plan is unacceptable to the CCNC, the CCNC may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, CCNC may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which CCNC has paid Contractor but which are stored elsewhere, and finish the work as CCNC may deem expedient. In such case, Contractor shall not be entitled to receive any

further payment until Certificate of Completion of the work. In the event CCNC terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay CCNC for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph CCNC shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the CCNC.

Neither the CCNC nor any officer, agent or employee of the CCNC shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by CCNC, the termination will not affect any rights or remedies of CCNC against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by CCNC will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the CCNC all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the CCNC, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the CCNC, failing which the CCNC shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **16. BOOKS OF ACCOUNT AND AUDITING**

The Contractor shall make available to the CCNC if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The CCNC's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The CCNC's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the CCNC.

## **17. ILLEGAL ALIENS**

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the

performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the CCNC within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the CCNC, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the CCNC may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the CCNC.

**18. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

**19. LABOR**

The Contractor shall employ only competent and skilled workers and foremen and supervisors in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the CCNC be responsible for overtime pay.

**20. GRATUITIES**

- A. This Contract may be terminated if the CCNC, the CCNC designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a CCNC officer, employee, agent or Contractor for the purpose of influencing any decision to grant a CCNC contract or to obtain favorable treatment under any CCNC contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the CCNC for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the CCNC's Procurement Regulations. The rights and remedies of the CCNC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**21. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.

- D. Contractor will cooperate with the CCNC in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

## 22. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

## 23. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

## 24. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
  - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
  - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
  - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
  - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
  - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through



mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the CCNC. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The CCNC of Fountain and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the CCNC of Fountain and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court.

## **25. DELIVERY**

The CCNC may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the CCNC for any loss or damage sustained by the CCNC because of failure to perform in accordance with this Contract.

## **26. PAYMENTS**

All invoices shall be emailed to the Project Manager identified in this Contract by the 10th day of the following month for service in the previous month.

The CCNC will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The CCNC will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the CCNC.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

The CCNC will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to CCNC approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the CCNC Contracts Specialist before the costs are incurred and payable.

The CCNC will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The CCNC will not pay late fees or interest. Any discount payment

terms offered on the invoice may be taken by the CCNC.

## **27. INSPECTION OF SERVICES**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any CCNC inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the CCNC.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the CCNC covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the CCNC during Contract performance and for as long afterwards as the Contract requires.
- C. The CCNC has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The CCNC will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the CCNC performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

## **28. SECURITY**

The CCNC maintains security requirements regarding access to CCNC buildings and other CCNC workplaces and worksites on CCNC property. All Contractor personnel accessing CCNC buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to CCNC security requirements shall be allowable or payable under this Contract.

## **29. TIME IS OF THE ESSENCE**

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

**30. EMPLOYMENT OF LABOR**

The Contractor shall comply with, and defend and hold the CCNC harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

**31. SEVERABILITY**

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

**32. LIABILITY OF CCNC REPRESENTATIVES**

All authorized representatives of the CCNC are acting solely as agents and representatives of the CCNC when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the CCNC.

**33. USE OF CCNC NAME OR LOGO**

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the CCNC in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the CCNC, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the CCNC in advertising or promotions must be approved in writing by the CCNC Contracts Specialist assigned to the Contract prior to such use.

**34. TRAVEL**

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to CCNC approval. Air travel shall be limited to the round trip "economy coach" fare. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The CCNC will not reimburse any other travel methods or expenses. The CCNC will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The CCNC will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

**35. EXHIBITS**

The following Appendices are made a part of this Agreement:

1. Exhibit A – Additional Terms and Conditions
2. Exhibit B – Contractor’s Proposal,
3. Exhibit C – Statement of Work.
4. Exhibit D – Project Schedule
5. Exhibit E – Insurance Requirements

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

**THE CCNC PRESIDENT:**

\_\_\_\_\_

**Date**

\_\_\_\_\_

|                      |      |
|----------------------|------|
| <b>SECOND PARTY:</b> |      |
| Corporate Name       |      |
| Signature            | Date |
| Title                |      |

**Exhibit D  
EXCEPTIONS FORM**

Print the words "no exceptions"(here) \_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract. If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that CCNC must use their contract or agreement may be determined nonresponsive and their Proposal determined unacceptable.

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

Address: \_\_\_\_\_  
Street, City, State and Zip Code

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

**Return this form with your Proposal.**

**Exhibit E****MINIMUM INSURANCE REQUIREMENTS**

Select from the following listed insurance requirements carried by contractor and consultants unless otherwise specified in the City's RFP package, Special Provisions or Standard Specifications.

- 1. Commercial General Liability for limits not less than \$500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
- 2. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
- 3. Automobile Liability covering any auto (including owned, hired, and nonowned autos) with a minimum of \$500,000 each accident combined single limit.
- 4. Excess Liability for limits not less than \$500,000 combined single limit for bodily injury and property damage for each occurrence.
- 5. Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
- 6. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$500,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
- 7. Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$500,000 per loss with \$1,000,000 aggregate coverage.
- 8. Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.
  - a. The policy shall provide a waiver of subrogation.

b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.

c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network or similar computer related property and the data, software, and programs thereon.

9. Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If Contractor is physically located on City premises, third party fidelity coverage extension shall apply. The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$500,000 per loss.

a. The bond or policy shall include coverage for extended theft and mysterious disappearance.

b. The bond or policy shall not contain a condition requiring an arrest and conviction.

10. Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.

a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.

b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

Except for workers’ compensation and employer’s liability insurance and Professional Liability. Certificates of Insurance must be submitted before commencing the work and provide 30 days’ notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the CCNC is excess and non-contributory.

---

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit F  
PROPOSAL CERTIFICATION**

Check or mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror’s Principal Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Offeror have an established office or facility in the local area (250 mile radius)?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, indicate address below if different than Principal Place of Business.

\_\_\_\_\_  
\_\_\_\_\_

Local Facility - Year established \_\_\_\_\_

Address of Local Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Local Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the CCNC as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The CCNC shall be added as an Additional Insured to all liability policies: Yes \_\_\_\_\_ No \_\_\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_



Provide the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes \_\_\_\_\_ No \_\_\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. \_\_\_\_\_ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. \_\_\_\_\_ Provide the completed and signed proposal (proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, specifications and all requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name Typed/Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

|   |
|---|
| FEDERAL TAX ID NUMBER _____                                   |
| This Company is: Corporation _____ Individual _____ LLC _____ |

Offeror hereby acknowledges receipt of the following amendments, if applicable Offeror agrees that it is bound by all Amendments identified herein.

|                    |              |
|--------------------|--------------|
| AMENDMENT #1 _____ | DATED: _____ |
| AMENDMENT #2 _____ | DATED: _____ |
| AMENDMENT #3 _____ | DATED: _____ |

Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

## REPRESENTATIONS AND CERTIFICATIONS

## 1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

\_\_\_\_\_ Initials for 1

## 2. ETHICS VIOLATIONS

a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.

b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the CCNC’s Policy and Procedures (ccncinc.org).

\_\_\_\_\_ Initials for 2

## 3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:

- a. Knowingly employ or contract with an illegal alien to perform work under this Agreement;  
or
- b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.

3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for Services is being performed.

4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
- a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
    - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
    - ii. The Offeror will not employ the illegal aliens in the performance of any CCNC contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.6. If Offeror violates this provision, CCNC may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

\_\_\_\_\_ Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS Other City activities/contracts may be in progress or start during the performance of this contract

The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

\_\_\_\_\_ Initials for 4

5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency.

The Offeror shall deliver copies of such document(s) to the CCNC's Representative. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

\_\_\_\_\_ Initials for 5

6. CONTRACTOR’S REGISTRATION INFORMATION

Offeror’s firm verifies and states that they are (check all that apply):

\_\_\_\_\_ Large Business (i.e. do not qualify as a small business or non-profit)

\_\_\_\_\_ Nonprofit

\_\_\_\_\_ Small Business

\_\_\_\_\_ Minority Owned Business/Small Disadvantaged Business

\_\_\_\_\_ Woman Owned Business

\_\_\_\_\_ Veteran Owned Business

\_\_\_\_\_ Service-Disabled Veteran Owned Business

\_\_\_\_\_ HUBZone Business Note: The CCNC accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

\_\_\_\_\_ Initials for 6

7. CONTRACTOR PERSONNEL

a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.

b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the CCNC Representative from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, \_\_\_\_\_ (Name) with position,  
\_\_\_\_\_ (Title) Can be reached at Work telephone number:  
\_\_\_\_\_ Home telephone number: \_\_\_\_\_  
Cellular telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

\_\_\_\_\_ Initials for 8

8. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

a) He/She is a duly authorized agent of the Offeror;

b) He/She has read and agrees to the CCNC’s standard terms and conditions attached.

c) The offer is presented in full compliance with the collusive prohibitions of the CCNC. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other Offeror or CCNC Representative and has not colluded with any other Offeror or CCNC Representative.

- d) The Offeror certifies that it has checked all of its figures, and understands that the CCNC will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer, the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation. I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

\_\_\_\_\_ Initials for 8

9 . OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1.The Offeror certifies to the best of its knowledge and belief, that (i) the Offer and/or any of its Principles

a. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

b. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contractor subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery ,bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and

c. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.

2.The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.

3.The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the CCNC, the CCNC's Representative may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the CCNC to initiate activities to replace the awarded

\_\_\_\_\_ Initials for 9

10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITYFOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the CCNC Representative prior to additional work performance.

\_\_\_\_\_ Initials for 10

11. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the CCNC operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in the CCNC is encouraged to report such matters to the CCNC Representative's Office in writing or on the telephone 303-660-7506.

Written correspondence can be mailed to:  
Douglas County Sheriff's Office  
C/O Jeff Vaughn  
4000 Justice Way  
Castle Rock, CO 8019

Any of these mechanisms allow for anonymous reporting.

\_\_\_\_\_ Initials for 11

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit G  
QUALIFICATION STATEMENT**

This statement will provide information which will enable the CCNC to evaluate the qualifications of your company and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

**PLEASE PRINT**

**Provider Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Authorized Representative:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

- 1. Type of Business \_\_\_\_\_
- 2. Type of License \_\_\_\_\_

\_\_\_\_\_ Corporation    \_\_\_\_\_ Individual    \_\_\_\_\_ Partnership    \_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other \_\_\_\_\_

3. License Location \_\_\_\_\_

4. Type of Service to be Provided for RFP:  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Number of Years in Business: \_\_\_\_\_

6. On a separate sheet, provide a brief history of your firm, staff size, and experience and provide a resume of each of the key personnel to be involved in the project:

7. What other names has your company operated under?

8. Have you or your company ever failed to complete any work award to you?  
 If yes, explain on a separate sheet of paper.

9. Has any Officer or Partner within your organization been ever been an Officer or Partner within another organization that failed to complete a project awarded to them within the last five years?  
 If yes, explain on a separate sheet of paper.



10. Has your firm, Officers, or Partners been involved in any bankruptcy action?  
If yes, explain on a separate sheet of paper.

11. Are you currently under any litigation with another agency or government entity?

12. Bank Reference

Name \_\_\_\_\_

Address \_\_\_\_\_

13. Please list three references from the last five years for whom you have provided similar services to? Provide the Agency Name, Contact, Address, and Phone:

1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: If any information is provided on a separate sheet of papers, please clearly indicate where the information is found.

**Exhibit H  
PROPOSAL EVALUATION SCORE SHEET**

The Evaluation Committee member must review the RFP package prior to evaluating the criteria used for this evaluation. The criteria listed below correspond to the RFP Requirements outlined in the RFP. Points scored for each item must be based on the information submitted in each proposal.

**RFP No. 21-RFP-001**

**Advanced System Key Certification Program**

Evaluator; \_\_\_\_\_

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

**EVALUATION STATEMENT**

| RATING   |  | QUALITY OF PROPOSAL RATINGS –   |  |         |  |                              |  |           |  |                                |                            |   |                          |             |
|--|--|---|--|---------|--|------------------------------|--|-----------|--|--------------------------------|----------------------------|---|--------------------------|-------------|
| EXCELLENT  | (4)  | The submission exceeds expectations, excellent probability of success and achieving all objectives. <i>Very innovative.</i> |  |         |  |                              |  |           |  |                                |                            |   |                          |             |
| ABOVE AVERAGE  | (3)  | Very good probability of success. Achieves all objectives in reasonable fashion.  |  |         |  |                              |  |           |  |                                |                            |   |                          |             |
| AVERAGE  | (2)  | Has reasonable probability of success. Some objectives may not be met.  |  |         |  |                              |  |           |  |                                |                            |   |                          |             |
| BELOW AVERAGE  | (1)  | Falls short of expectations and has a low probability of success.   |  |         |  |                              |  |           |  |                                |                            |   |                          |             |
| NON-RESPONSIVE   | (0)  | Proposal fails to meet requirements and has no probability of success.  |  |         |  |                              |  |           |  |                                |                            |   |                          |             |
| 0  |  | 1   |  | 2       |  | 3                            |  | 4         |  | # of pts assigned by evaluator | Quality of proposal rating |   | =                        | TOTAL SCORE |
| NON-RESPONSIVE   |  | BELOW AVERAGE   |  | AVERAGE |  | ABOVE AVERAGE                |  | EXCELLENT |  |                                |                            |   |                          |             |
| 1.   | Completeness of response to RFP as outlined in RESPONSE REQUIREMENTS. - <b>Presentation</b>  |   |  |         |  | MAXIMUM POINTS:<br><b>5</b>  |  |           |  | X                              |                            | = |                          |             |
| 2.   | Quality of vendor’s proposal as it relates to responses and documents requested in this RFP and any additional information provided. - <b>Approach and Overall Proposal</b> to meet the requirements |   |  |         |  | MAXIMUM POINTS:<br><b>35</b> |  |           |  | X                              |                            | = |                          |             |
| 3.   | Company’s experience, qualifications and references, including personnel. <b>Proposal Personnel</b><br><i>Lead will check references</i>   |   |  |         |  | MAXIMUM POINTS:<br><b>25</b> |  |           |  | X                              |                            | = |                          |             |
| Total maximum points should total 65   |  |   |  |         |  |                              |  |           |  |                                |                            |   | <b>Your Total Points</b> |             |
| <b>FEE PROPOSAL: FEE PROPOSAL WILL BE DISTRIBUTED AND EVALUATED SEPARATELY AT THE FINAL EVALUATION COMMITTEE MEETING</b> |  |   |  |         |  | MAXIMUM POINTS:<br><b>35</b> |  |           |  |                                |                            |   |                          |             |
| <b>TOTALS: FEE PROPOSAL SCORE ADDED TO SUB-TOTAL FOR PROPOSAL SCORE.</b>   |  |   |  |         |  |                              |  |           |  |                                |                            |   |                          |             |

**CCNC 21-RFP-0001**

**DUE DATE: August 6, 2021**

Signature of Evaluator \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Evaluator

Please make notes and comments on Page 2 of this Evaluation Form

