



**El Paso County
Contracts and Procurement
15 East Vermijo Avenue
Colorado Springs, Colorado 80903
REQUEST FOR PROPOSAL #RFP-23-052
COVER SHEET**

Release Date	May 3, 2023
Solicitation Number	RFP-23-052
Solicitation Title	EL PASO COUNTY JAIL TELECOMMUNICATIONS
Services to be performed for	El Paso County – Sheriff’s Office
Responses will be received until	2:00 P.M., MDT, Wednesday, May 31, 2023 Electronically through the Rocky Mountain E-Purchasing System
For additional information please contact	Jake Harper, Procurement Specialist Email: JakeHarper@elpasoco.com 719-520-6857
Documents included in this package	Request for Proposal Cover Sheet General Terms and Conditions Special Terms and Conditions Scope of Work Response Submittal Requirements Attachments

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

PRINT OR TYPE YOUR INFORMATION

Company Name: _____	Fax: _____
Address: _____	City/State/Zip: _____
Contact Person: _____	Title: _____
Email: _____	Phone: _____
Authorized Representative’s Signature: _____	Date: _____
Printed Name: _____	Title: _____
Email: _____	Phone: _____

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1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" and/or "Responses") made to El Paso County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited to, Invitation to Bid, Invitation for Bid, Request for Proposals, Statement for Qualifications, and Request for Quotations (hereinafter referred to as "Solicitations").

2. **CONTENTS OF OFFER**

2.1 **General Conditions.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

2.1.1 Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Vendor.

2.1.2 Vendors are advised that all County contracts are subject to all legal requirements contained in County ordinances, the Contracts and Procurement policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

2.1.3 Vendors are required to state exactly what they intend to furnish to the County via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.

2.1.4 El Paso County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract.

2.1.5 All Offers and other materials submitted in response to this Solicitation shall become the property of the County and will be a matter of public record. Vendors must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under the Open Records Act.

Any Vendor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Vendor claims is not subject to disclosure and must submit an additional original copy of the Response with each exempt item clearly redacted. Any Vendor claiming an exemption must also state in its Response that the Vendor agrees to defend, indemnify, and hold harmless the County and its officers and employees from any action brought against the County for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request therefore.

Any Vendor who fails to include an exemption statement along with the additional redacted copy of the Response shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

2.2 Clarification and Modifications in Terms and Conditions

2.2.1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the specifications outlined in this Solicitation, the specifications then the Special Terms and Conditions will prevail.

2.2.2 If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the County's Contracts and Procurement Manager or their designee as outlined in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the County's buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made by the County's Contracts and Procurement Manager or their designee. The County shall not be responsible for interpretations offered by other employees of the County.

The County shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (<http://www.rockymountainbidsystem.com>) as well as the El Paso County web site (<http://www.elpasoco.com>). Vendors are responsible for either revisiting one of these websites prior to the due date or contacting the Contracts and Procurement Manager or their designee named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.3 Prices Contained in Offer-Discounts, Taxes, Collusion

2.3.1 Vendors may offer a cash discount for prompt payment. Discounts may be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

2.3.2 Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes. Materials purchased directly by the Vendor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the vendor. Under no circumstances shall Vendor be authorized to use the County's tax exemption number in acquiring such materials.

- 2.3.3** The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, services, or with the County. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

3.1 Preparation

- 3.1.1** El Paso County will not be responsible for any expenses incurred by any Vendor in preparing and submitting its offer.
- 3.1.2** The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
- 3.1.3** Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on the Solicitation Cover Sheet. **Typed names as signatures are not allowed.** The original Cover Sheet of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to appropriately sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.
- 3.1.4** Prices shall be provided by the Vendor on the Solicitation's Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 3.1.5** Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
- 3.1.6** The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

3.2 Submission

- 3.2.1** The Offer shall be submitted via the Rocky Mountain E-Purchasing System with the Vendor's name, the RFP Number, and the RFP Title. When required in conjunction with the prescribed method of award, the County's Pricing Form must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g., add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the County. No other form shall be accepted.
- 3.2.2** Offers submitted via facsimile machines, mail, or email will not be accepted unless expressly permitted in the solicitation.
- 3.2.3** Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their

Offers. The County reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

- 3.3 **Late Offers.** Offers received after the date and time set for the opening will not be authorized to enter into the electronic lockbox and will be deemed as non-responsive.

4. **MODIFICATION OR WITHDRAWAL OF OFFERS**

- 4.1. **Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the County's Contracts and Procurement Division must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Contracts and Procurement Division will be considered the valid modification.

- 4.2. **Withdrawal of Offers**

- 4.2.1 Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

- 4.2.2 In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days after the opening. If an Offer is withdrawn by the Vendor during this ninety-day period, the County may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six-month period following the withdrawal.

5. **REJECTION OF OFFERS**

- 5.1. **Rejection of Offers.** The County may, at its sole and absolute discretion:

- 5.1.1 Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;

- 5.1.2 Re-advertise this Solicitation;

- 5.1.3 Postpone or cancel the process;

- 5.1.4 Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or

- 5.1.5 Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

- 5.2 **Rejection of a Particular Offer.** The County may reject an offer under any of the following conditions:

- 5.2.1 The Vendor misstates or conceals any material fact in its Offer;

- 5.2.2 The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;

- 5.2.3 The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions and/or specifications;

5.2.4 The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or specifications; or

5.2.5 The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

5.3 Elimination from Consideration

5.3.1 To ensure fair consideration for all Vendors, the County prohibits communication initiated by a Vendor or on a Vendor's behalf regarding the Solicitation to or with any County official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the County prohibits communications initiated by a Vendor or on a Vendor's behalf to or with any County official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Vendor shall be grounds for eliminating the offending Vendor from consideration for award.

5.3.2 An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.

5.3.3 An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state, or federal government, for a minimum period of three years after this previous contract was terminated for cause.

6. AWARD OF CONTRACT. El Paso County and the successful Vendor shall execute the County's Professional Services Agreement (see Attachment B) to consummate a contract between the parties. This Solicitation and the Vendor's Offer shall be attached and incorporated as part of that contract.

7. CONTRACTUAL OBLIGATIONS

7.1 Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

7.2 Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation, without prior written consent of the County.

7.3 Employees.

7.3.1 All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not employees or agents of the County. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. In accordance with the County's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on County property.

7.4 Workers' Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the County, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the County with a certificate giving evidence that he is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days' prior notice to the County in writing.

7.5 Delivery. Prices, quotes, and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

7.6 Material or Service Priced Incorrectly. As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material or service was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

8. CONTRACT MODIFICATIONS. Terms and conditions may be added, modified, and deleted upon mutual agreement between the County and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through an Amendment and executed by authorized agents of the County and the Vendor prior to the enactment of such modifications.

9. TERMINATION OF CONTRACT

9.1 Failure to perform. The County may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.

9.2 Reasons other than cause. The County may cancel the contract upon thirty days written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.

- 1. ELECTRONIC SUBMISSION OF OFFERS:** El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the Opening and after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Vendor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

The Solicitation Opening for RFP-23-052 will take place VIA TELECONFERENCE on May 31, 2023 @ 2:00PM utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-719-520-7660
2. Enter the participant-guest pass code: 51488#
3. Attendee access code: 1234#

Proposers are NOT required to participate. No in person entry to our building will be permitted.

- 2. SCHEDULE OF ACTIVITIES:** The following activities and dates tentatively outline the process to be used to solicit vendor responses and to evaluate each vendor Response.

May 3, 2023	Release Request for Proposal
May 11, 2023 @ 9:00 a.m.	RECOMMENDED Pre-Proposal Meeting
May 12, 2023 @ 2:00 p.m.	Deadline for Submitting Questions
May 31, 2023 @ 2:00 p.m.	Response Submission Deadline
July 10 – 14, 2023	Interview/Demonstration, if Necessary Only
July 2023	Issue Notice of Intent to Award

- 3. PURPOSE OF SOLICITATION:** El Paso County is issuing this Solicitation for the purpose of entering into a contract for services as specified herein from a Vendor(s) that will provide prompt and efficient service to the County for El Paso County Jail Telecommunications. Although this Solicitation specifies an exact location and timeline for these services to be completed, it is understood and agreed that the County may, during the term of the contract, request additional services be performed by the successful Vendor(s) at other locations within El Paso County. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor(s) throughout the contract period. No guarantees are made that additional services will be requested.
- 4. TERM OF CONTRACT:** The awarded contract shall commence on July 1, 2023 and shall remain in effect through December 31, 2024. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.
- 5. OPTION TO RENEW FOR SUBSEQUENT YEARS (REVENUE ADJUSTMENT):** The revenues quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the County shall have the option to renew the contract for four additional one-year periods. Continuation of the contract beyond the

initial period is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County.

The Vendor may request a revenue adjustment in subsequent years of the contract; however only one request per year will be considered. Requests must be made in writing at least sixty (60) calendar days prior to the end of the then current contract year and must include detailed justification for the requested adjustment. The County reserves the right to accept, reject or negotiate any revenue adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such revenue adjustments.

6. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed electronically, via the Rocky Mountain E-Purchasing system, to Jake Harper, Procurement Specialist, Contracts and Procurement Division, El Paso County. The Vendor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the schedule of activities for submitting the question(s).

Any official interpretation of this Solicitation must be made by an agent of the County's Contracts and Procurement Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Contracts and Procurement Division.

7. **SOLICITATION DOCUMENTS:** El Paso County officially distributes solicitation documents through the Rocky Mountain E-Purchasing System and the County's website. **Copies of solicitations obtained from any other source are not considered official copies.** Only those vendors who obtain solicitation documents from the Rocky Mountain E-Purchasing System or El Paso County website will be in receipt of officially posted and relevant information regarding solicitations issued by El Paso County. The County cannot be held responsible for incorrect information, nor can it attest to the accuracy of information found on websites other than the Rocky Mountain E-Purchasing System or the County's website.

8. **PRE-PROPOSAL CONFERENCE IS RECOMMENDED:** A pre-proposal conference will be held on Thursday, May 11, 2023 at 9:00 a.m. at the El Paso County Jail, 2739 East Las Vegas St, Colorado Springs, 80906 to discuss the Specifications. A representative of the Vendor is encouraged to attend this conference in order to become familiar with the Specifications. **This will be the only time available to walk-thru the site; no other appointments will be scheduled. Due to the secure nature of the site, vendors who fail to arrive at the pre-proposal conference prior to the starting time will not be offered the opportunity to walk-thru the site. Vendors shall take all necessary precautions with going through a secure facility, i.e. tools, camera, etc.**

9. **METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE WITH POSSIBLE DEMONSTRATION AND DISCUSSION:** It is the intent of the County to award this Solicitation to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee may score Responses in two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Vendors. Evaluation will be based on the following criteria listed in no order of importance:

- Product
- Project Solutions
- Project Work Plan and Schedule
- References and Experience

A more detailed description of these criteria can be found on Page 24 of this document.

In the second phase, the Committee may invite a limited number of Vendors who received the highest scores during phase one to provide a demonstration and discussion. The number of Vendors who are invited to

participate in this discussion will be determined by the Committee after the written Responses have been scored. The evaluative score from the demonstration and discussion will be the sole determination score to determine the awarded Vendor should demonstrations or discussion be held.

Evaluation criteria, other than costs, are evaluated first. After rating the technical Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Vendor, risk, and incentives.

The County reserves the right to conduct negotiations with Vendors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Vendors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

10. POST INTENT TO AWARD MEETING: The Vendor may be required to attend a post intent to award meeting with the County to discuss the terms and conditions of the contract. This meeting will be coordinated by the Contracts and Procurement Division once a Notice of Intent to Award has been issued.

11. DEBRIEFING: Offeror(s) not selected for award may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon the Final Notice of Award being posted on the Rocky Mountain E-Purchasing website.

A debriefing may be scheduled by contacting the Procurement Specialist listed on the Cover Sheet of this Solicitation once the Final Notice of Award has been posted.

12. VALUE ADDED PROPOSALS ENCOURAGED: El Paso County is interested in maximizing the impact of expenditures as it relates to achieving additional value that would further benefit the County and its operations, as well as, its community of citizens and their taxed base funding. As such, Vendors are encouraged to consider, develop, and propose value added concepts, programs, components that would further enhance the services represented in this solicitation request. Suggestions for value added components include, but may not be limited to: Incentive and rebate programs, recommendations for enhancements, additional technology/ optional services to be provided to the County, etc.

13. PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE: Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award.

14. LOBBYING PROHIBITED: Vendors are prohibited from directly or indirectly communicating with members of the Board of County Commissioners regarding their qualifications or any other matter related to the eventual award of a contract for the goods and/or services requested in this Solicitation. Vendors are prohibited from contacting County employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Vendor's immediate disqualification from the selection process.

15. CONFLICTS WITHIN THE CONTRACT DOCUMENTS: In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Vendor shall not avail itself

of such manifestly unintentional error or omission but must have same explained or adjusted by the County's project manager before proceeding with the work in question.

- 16. LOCATION OF WORK:** The work described in this Solicitation shall be performed at El Paso County Jail located at 2739 East Las Vegas St, Colorado Springs, 80906.
- 17. LOCAL OFFICE SHALL BE REQUIRED:** Due to the technical service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Colorado Springs, Colorado, area. This office shall be staffed by a competent company administrator or technician who is authorized to discuss matters pertaining to the contract. Metro Colorado Springs consists of City of Colorado Springs and surrounding cities and counties, El Paso County, City of Pueblo and surrounding counties, City and County of Denver, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, Gilpin County, Teller County, Colorado, etc.
- 18. TECHNICAL SUPPORT/CUSTOMER SERVICE REPRESENTATIVES SHALL BE SUPPLIED BY VENDOR:** The successful Vendor shall employ a competent technician who shall be the primary representative for the Vendor and all communications given to, and all decisions made by, the technician shall be binding to the Vendor. The technician shall respond within three (3) hours during normal workdays, Monday – Friday, from 7:00 A.M. to 4:00 P.M. and within three (3) hours of the next working day when notified during weekends or holidays. Secondly, dedicated Customer Service representatives shall be assigned to take all inquiries, requests, questions, complaints, etc. Notwithstanding, the technician and customer service representatives shall be considered to be, at all times, employees of the Vendor under its sole direction and not employees or agents of the County.
- 19. EMERGENCY SERVICE:** The successful Vendor shall provide emergency service on a 24 hours/seven-days-a-week basis in the event of a system failure in excess of 50% of normal capacity. Emergency service response time shall be no more than three (3) hours after verbal notification by the County. If the total estimated cost of the repair for any emergency service call, including labor and materials, is estimated by the Vendor's Service representative to exceed \$1,000.00, the representative shall submit a detailed written estimate which outlines the recommended corrective measures to the County's Project Manager for approval prior to the initiation of the repair, provided, however, that the County's Project Manager may verbally waive this requirement in the County's best interest.
- 20. QUALIFICATIONS OF VENDOR:** The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Response if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated therein. Conditional Responses will not be accepted.
- 21. COMPLETION OF WORK FROM DATE OF FINAL NOTICE OF AWARD:** The Vendor shall state in its Response the number of calendar days from the date of the Final Notice of Award, as issued by the County, in which it will guarantee to complete telecommunication installation work and/or service. Time for completion may be considered a factor in determining the successful Vendor. The completion date shall not exceed ninety (90) calendar days after the date of the Final Notice of Award. All work shall be performed in accordance with good commercial practice and the work schedule and completion dates shall be adhered to by the successful Vendor, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the original completion date so that a revised completion date can be negotiated. Should the Vendor to whom the contract is awarded fail to complete the work within the number of days as stated in its Response, it is hereby agreed and understood that the County reserves the right to cancel the contract with the Vendor

and to secure the services of another vendor to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the Vendor for work which was completed and found acceptable to the County in accordance with the Specifications. In addition, the County may, at its sole discretion, request payment from the Vendor, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the County as a result of having to secure the services of another vendor.

- 22. CJIS BACKGROUND CHECK:** Vendor and all subcontractors must submit to a CJIS Background Check prior to entering the facility. The Vendor shall submit a list of all employees, within two (2) days of Notice to Proceed or Notice of Award or within fourteen (14) days prior to appearance on the work site to include full name, date of birth, social security number, and driver's license number for background check. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial of access for that person to the facility. Final approval of employees' list shall be at the sole discretion of the County and shall not be cause for additional payment.

When working within the El Paso County Jail, all tools will be checked in and out by the job site Foreman and verified by appointed Sheriff's Office staff or Facilities Maintenance personnel. Workday one, all employees will receive a safety briefing given by a member of the Sheriff's Office staff. Working crew(s) will not, at any time while at the El Paso County Jail, interact with inmates and will always follow established safety procedures.

- 23. CONSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

- 24. SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Vendor shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience, and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

- 25. CURRENT PERMITS REQUIRED:** Vendor must obtain and pay for all required permits, licenses, inspection fees, etc., and will comply with all laws, ordinances, and regulations regarding El Paso County Jail Telecommunication Services. Damages, penalties and/or fines imposed by the County on the Vendor for failure to obtain required permits, licenses or fees shall be borne by the Vendor. Vendor shall enclose a current copy of their permits, licenses, and inspection certificates with their Response.

- 26. GOVERNMENT STANDARDS AND REQUIREMENTS:** All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), Americans with Disabilities Act (ADA), and the Federal Communications Commission (FCC).

- 27. LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR:** Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials, and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

- 28. DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR:** The successful Vendor shall promptly correct all deficiencies in service and/or any service that fails to conform to the Contract Documents. All corrections shall be made immediately after such deficiencies and/or non-conformances are verbally reported to the Vendor by the County's Project Manager. The Vendor shall bear all costs of correcting such rejected services. If the Vendor fails to correct the service within the period specified in this Solicitation, the County reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor and charge

the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

- 29. ADDITIONAL SERVICES MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies an exact number of locations where services are to be performed for the County, it is understood and agreed that the County may, during the term of the awarded contract, request additional services for the same or other locations from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor as a condition of contract award.
- 30. SALES TAX:** The County is exempt from paying State or Local Sales Taxes. Vendors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39-26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 09-803308-0000, Federal tax I.D. # 84-6000764.
- 31. ACCIDENT PREVENTION:** The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of the awarded contract. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.
- 32. PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of the awarded contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.
- 33. CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the County premises. At completion, the successful Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.
- 34. INSURANCE:**
- A. The Vendor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Vendor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.
 - B. The Vendor shall procure and maintain, during the life of this Agreement, for itself and any subconsultants, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Vendor requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Vendor.
 - a. The certificate of insurance provided by the Vendor shall be completed by the Vendor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be reviewed and approved by the County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County two (2) weeks prior to**

commencement of the Agreement. The completed certificate of insurance shall be named and sent to:

El Paso County
Board of County Commissioners
Attn: Contracts and Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

- b. It is the affirmative obligation of the Vendor to notify the County's Contract Specialist, as provided in this Agreement, including e-mailing (PURCOI@elpasoco.com) a copy of the notice to the Contracts and Procurement Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.
- c. Failure on the part of the Vendor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Vendor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Vendor from the County.
- d. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- e. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars (\$387,000) per person, and One Million Ninety-Three Thousand Dollars (\$1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

35. INDEMNIFICATION: Indemnification – General. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, Board of County Commissioners, officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the County Board of County Commissioners, its officers, agents and employees, from damages resulting from the negligence of the County's Board of County Commissioners, officials, officers, directors, agents, and their insurers, and employees. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification for Professional Services. The Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the County, Board of County Commissioners, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses,

including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify or hold harmless the County for the negligent acts of the County, Board of County Commissioners, or any of its officials, officers, directors, agents, and employees.

Indemnification – Costs. The Consultant shall, to the extent provided by law, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Consultant shall, to the extent provided by law, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees, the County shall reimburse the Consultant for the portion of the judgment attributable to such act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees.

- 36. VARIATIONS ALLOWED IF INDICATED:** For purposes of Response evaluation, Vendors must indicate any variances to the Specifications, terms, and conditions, and attached Sample Agreement no matter how slight. If variations are not stated in the Vendor's Response, it shall be construed that the Response fully complies with the Specifications, terms, and conditions, and attached Sample Agreement. Notwithstanding the above, it is hereby agreed and understood that the County reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.
- 37. NON-APPROPRIATION.** Pursuant to C.R.S.§ 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Vendor written notice of such non-appropriation.
- 38. EQUAL OPPORTUNITY:** El Paso County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.
- 39. PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each governmental unit which avails itself of this Solicitation will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from, make its own payments, and issue its own exemption certifications as required by the Vendor. It is understood and agreed that El Paso County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this Solicitation.
- 40. CONFIDENTIALITY:** Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Request for Proposals, Statement of Qualifications or Request for Quotes that are not cost driven, will be the names of the respondents. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Solicitation be available as public record.

In consideration of Invitation for Bids or for Request for Quotes that are cost driven, the only information that will be released is the names of the respondents, the total cost of the bids, and the apparent responsible, responsive vendor. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Bid be available as public record.

Responses submitted to the County for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S., after award is made. Any confidential information in the Vendor's Response shall be identified as such. Should the County receive a request for the release of any information in the Vendor's Response identified as confidential in accordance with the open records law, the County will notify the Vendor of the request and will exercise best efforts in assisting the Vendor in taking all legally available steps to resist or narrow such request. If, in the opinion of County's legal counsel, the County is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the County may disclose such information without liability.

41. GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from County employment), or for any employee or former employee (within six months of termination from County employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any El Paso County employee, the proposal shall be disqualified and shall not be reinstated.

42. BUDGET: Budget will not be disclosed.

43. LOGOS: The County logo is trademarked and property solely of El Paso County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark. El Paso County also prefers Contractor does not utilize its trademark as to not influence an evaluator's evaluation.

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1. SPECIFICATIONS

El Paso County Sheriff's Office (EPSO) is soliciting responses from qualified Vendors for the procurement of a technically efficient and integrated inmate telephone, correctional-grade tablet, and video visitation system (VVS) for the incarcerated population at the El Paso County Jail. This system will operate and control all inmate telephones, tablets, and video visitation sessions at the El Paso County Jail to provide call processing services within a correctional setting.

The successful Vendor shall propose the highest quality and most advanced technical design system to guard against fraud and create on-site control measures to prevent physical abuse. It is expected that the business and their team members have significant experience with this type of project and have the capability to provide services throughout any renovations of the current facility or possible future additions to the El Paso County Jail. The inmate telephone, tablet, and video visitation system must be designed to be fully integrated within the existing infrastructure and allow for custom design features to be added or created for the El Paso County Jail.

The successful Vendor shall be solely responsible for scheduling and coordinating work of any sub-contractors, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the successful Vendor.

The successful Vendor shall provide and assume full responsibility for the procurement of all services, materials, equipment, labor, transportation, machinery, tools, appliances, fuel, temporary facilities, and all other facilities and incidentals necessary for verifying performance, testing, start up, and completion of the services outlined in this Solicitation.

Although this Solicitation specifies an exact location for these services, it is understood and agreed that the County may, during the term of the contract, request additional telecommunication services from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor throughout the contract period. No guarantees are made additional services will be requested.

2. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive. Submittals must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

- Vendor Information Form
- Proprietary / Confidential Statement
- Sub-contractor List, if applicable
- Exhibit 1 – Exception Form
- Exhibit 2 – Lobbying Certification
- Exhibit 3 – Non-Collusion Affidavit
- Exhibit 4 – Minimum Insurance Requirements

3. SCOPE OF WORK

1) Overall Requirements

The inmate telephone system, correctional-grade tablet, and video visitation system shall bring security, control, and efficiency to the everyday operations of the El Paso County Jail. The system must be software driven to allow EPSO the option to make changes on-site and structured to create both standard and ad-hoc reports on demand. The system shall include user prompts in English and Spanish, additional languages may be requested by the County at any time.

2) System Functionality

The inmate processing system must be comprised of state of the art electronic telecommunications and data systems that allow stored program controls. The proposed system must interface with other communication systems regardless of operational procedures and include long distance services. The system must be designed for access with automated call processing, automatic and independent verification, and centralized administration.

3) Station Sets/Lines

Inmate telephones must be state of the art and designed to function properly with any proposed system. Telephones must be hard line powered, and proposals must provide a one-to-one ratio of inmate phones to phone lines. There are currently 178 inmate phones to phone lines located within the jail. Phones and handsets shall be waterproof, resistant to physical abuse, user friendly, and of a heavy-duty quality. All phones must be of a suitable nature consistent with the intended placement and use within the jail.

Inmate phones and lines should have no removable parts or exposed wiring and consist of the minimum cord length necessary to ensure proper functioning. Phones will be Teletypewriter (TTY) and/or hearing aid compatible. Proposals shall include the make, model, and brand of proposed equipment and include one (1) set of manufacturer specification/information sheets and include all relevant literature to provide a detailed product description.

4) Power Supply

The successful Vendor shall provide back-up power supply for all control processors.

5) Technical Support

The successful Vendor shall provide one (1) full-time, on-call system administrator or technician for the term of the Agreement. The technician shall respond within three (3) hours, Monday – Friday, 7:00 a.m. – 4:00 p.m. or within three (3) hours of the next working day when notified during a weekend or holiday. A technician shall be on call 24 hours/seven-days-a-week in the event of a massive system failure over 50% of capacity and shall respond within three (3) hours of notification.

6) Telephone System Requirements

- a. **Automated Collect Calling:** Automated collect calling will eliminate the need for “live” operators prior to any collect call being released. The Vendor’s service shall confirm acceptance of all collect charges by announcing to receiving party the following information: “You have a collect call from (inmate name) from El Paso County Jail. Will you accept the call?”

The call will only be completed once the receiving party accepts the call and all charges by answering in the affirmative. The inmate shall not hear any conversation between the Vendor’s operating system and the receiving party.

- b. **Call Blocking:** The system shall provide a method for jail personnel to enter restricted (blocked) numbers that are automatically referenced and checked for each attempted call. The system will allow blocked numbers by area code, exchange, or specified numbers.

- c. **Conference/Three-way Calling:** The system will have the proven capability to detect three-way conference calling fraud for both local and long distance calls. Vendors shall have the capacity to automatically detect and disconnect restricted conference calls; or play a message to the party being billed indicating that the incoming call originated from the El Paso County Jail and include any additional messaging the County desires. The successful Vendor shall provide a reference list of correctional facilities currently provided this feature and include the facility name, address, contact person, and telephone number.
- d. **System Disconnects:** The system shall provide a disconnect switch for individual phones and individual cell blocks. The master disconnect switch for both the main and annex buildings will enable EPSO to shut down services as necessary.
- e. **Programmed Call Duration:** The system shall allow an adjustable, preset call time duration set by EPSO. A programmed, pre-recorded voice message shall inform all parties of the time remaining to complete the call and will automatically disconnect the call once the maximum call duration has been reached.
- f. **Call Recording/Call Monitoring:** The system shall provide extension lines to allow EPSO personnel to monitor calls. EPSO shall have the sole authority to install any and all call recording or interactive call control equipment on the premises to interface with the awarded Vendor.
- g. **Toll-Free Calling:** The system shall allow for toll-free calls from inmates to specific numbers designated by EPSO. Toll-free calls shall be limited to numbers that can be dialed using a seven (7) digit number. EPSO shall have the ability to add and/or delete acceptable toll-free numbers. Toll-free calls shall appear in all reports and may be adjusted in accordance with any revenue calculations.
- h. **Restricted Calls:** All 1-900 and 1-800 numbers, credit card, person-to-person, and third party calls shall be prohibited. Where technically possible, the system shall not allow call forwarding, three-way, hook switch, credit card, directory assistance, conference calls, or allow an inmate to remain on the line after an operator-assisted call has been completed and a dial tone for an open line has been received. The most advanced fraud protection features shall be installed and upgraded as new technology becomes available.
- i. **Incoming Call Restriction:** The system shall not allow incoming calls.
- j. **Number of Telephone Lines and Instruments:** The number of telephones lines currently installed meets EPSO requirements. Telephone lines and devices shall be added, removed, and relocated as EPSO deems appropriate at no cost to the County.
- k. **EPSO Telephone Traffic:** The inmate phone system shall not access or otherwise interface with the County's administration telephone traffic or services unless specifically requested and authorized by EPSO.
- l. **Speed and Quality:** The Vendor shall be required to process each call with quality and speed equal to that of local residential service. The Vendor shall be required to provide telephone reception quality equal to or greater than current reception quality levels established and determined by EPSO.
- m. **Telephone Number Blocking:** Individuals receiving calls from inmates shall not be provided with the phone number from where the call originated on their telephone bills or by any other means. The Vendor shall replace the originating phone number information with wording similar to "Call from the El Paso County Jail". Similar wording is required and must be used in place of the actual

phone numbers for all individuals billed. All inmate lines shall be blocked from being identified on Caller ID or similar equipment.

- n. **Service Area:** The system shall provide station-to-station calls within at least the United States, Canada, and the Caribbean.
- o. **Free Phones:** The current system allows for a specified number of free phones to be used for local phone calls. Any proposed system(s) will be required to maintain these free phone services.
- p. **Keyword/Key Phrase Search:** EPSO prefers a system that has the capability to save recorded calls in order to perform searches for keywords and/or phrases. EPSO has a strong interest in systems and/or software that aid in identifying potential criminal activity perpetrated through the use of inmate telephones.
- q. **Inmate and Housing Unit Organization:** The system shall have the capability to move an inmate or a group of inmates from one housing unit to another without requiring the re-entering of inmate information.
- r. **Additional Phone Services:** The Vendor shall provide a detailed list of additional investigative tools, features, creative solutions, or other options available to the County.

7) Video Visitation

The Vendor shall provide on-site kiosks for inmate Video Visitations at the Video Visitation Building located at the El Paso County Jail.

8) Inmate Tablets

EPSO is interested in correctional-grade tables for inmate use. Tablets shall include the following features:

- 1. Phone calls
- 2. Send internal emails to medical, food service, and EPSO staff at the El Paso County Jail
- 3. Send external emails outside of the El Paso County Jail
- 4. Purchase entertainment and content access (music, games, books, etc.)
- 5. Security software to monitor Tablet use
- 6. **Optional:** Access to educational and law library content

Vendors shall:

- a. Detail any unique or distinctive features for any proposed Tablet and include all available options for inmates to access the Tablets, whether through an assigned model compared to a shared model.
- b. Provide a list of all available reports for the Tablet user application.
- c. Detail Tablet ability to interface in real-time with EPSO Jail Management System (JMS) for inmate grievances and requests to be submitted through the Tablets.
- d. Detail the ability of Tablet to use existing JMS forms and applications in place of the Vendor's standard Tablet forms.

9) Additional Technology and Options

A. **Additional Technology:** EPSO is interested in additional technological products that could be included in the RFP response. EPSO may, at its sole discretion, elect to implement any proposed additional technology throughout the term of the Agreement. If the Vendor is interested in providing information for the additional technology products, please reference the information below and detail on the Revenue Calculation Form:

- a. Commissary Ordering
- b. Touch Screen Payments
- c. Electronic Messaging
- d. Mobile Inmate Education
- e. Inmate Mail/Legal Mail

- f. Tablet Law Library
- g. Video Visitation
 - i. EPSO is seeking proposals for systems that currently have or have the potential to be expanded for use as a VVS. Vendors shall detail any unique or distinctive features regarding the proposed VVS including the capabilities for inmates to initiate Video Visitations.
 - ii. Vendors shall provide details on the capabilities to alert and/or terminate live Video Visitations if the proposed VVS detects lewd, nude, or inappropriate content.
 - 1. If the Vendor does not have this capability available, the Vendor shall provide detailed information on Vendor's research and development processes to implement this feature.
- h. Additional Vendor Technology or Optional Features

- B. Additional Options:** EPSO has an interest in any additional options that will reduce the level of time required for operational staff. These options may include:
- a. Software and hardware tools
 - b. Security features
 - c. Procedural changes that automate and/or simplify various staff-intensive processes or operations

Vendors shall include any additional options, technology, special features, software or hardware items in a separate response section of the proposal. The Vendor shall detail each proposed option, technology, feature, software, or hardware item separately for EPSO consideration.

10) Transition / Change Over Systems

A work plan and schedule shall be provided that incorporates a ninety (90) calendar day transition timeline from the current system. The Vendor shall complete all product and equipment installation work as agreed upon by the County by the completion date listed in the prepared work plan and schedule. The completion date shall not exceed ninety (90) calendar days after the date of the Final Notice of Award is issued.

- 1. The Vendor will notify EPSO once all products are installed in proper working order and comply with all applicable County Specifications.
- 2. Installation and services delayed due to EPSO requests will result in adjustments to the required completion date.
- 3. The Vendor shall notify EPSO of any conditions or circumstances that may delay the completion of work in accordance with the prepared work plan and schedule.

11) Vendor Responsibilities

- 1. The Vendor shall determine and verify all wiring and software requirements for all conditions at the El Paso County Jail.
 - a. All wiring installed by the Vendor shall be the property of El Paso County.
- 2. The Vendor shall deliver and install all products and/or equipment specified in response.
- 3. The Vendor shall receive approval from EPSO for all subcontractors, installers, and maintenance personnel prior to the commencement of any work. EPSO will approve all personnel working inside secure areas and all work will comply with all security rules and regulations.

12) Revenue

Vendors shall detail the revenue calculations proposed on the attached Revenue Calculation Form for determining EPSO revenue within the following required parameters:

- 1. Calls are to be station-to-station only.
 - a. All rates and charges billed to parties shall not exceed FCC station-collect charges (time of day discounts apply) for inter-LATA (long distance) calls.
 - b. Commissions are to be paid on total gross billed revenue, not collected revenue.
 - c. Vendors shall provide complete transparency for all rates, fees, and commissions.
- 2. Vendors shall state any terms or conditions for calculation or percentage changes over the course of the Agreement and will notify EPSO prior to any change.

3. The revenue calculation shall be provided in detail on the attached Revenue Calculation Form. Please include any factors or variables that may impact revenue in the "Comments" section of the Revenue Calculation Form.
4. Earned revenue will be paid monthly by check and made payable to the El Paso County Sheriff's Office. All payments shall include the monthly activity report documenting all revenue calculations.
5. The Vendor is responsible for all uncollectible debt on completed calls. Unpaid bills shall not be held against or affect EPSO revenues.

13) Fraud

The County shall not be held responsible for fraud or uncollected payments for calls placed by inmates and accepted by outside parties. EPSO will make every reasonable effort to compensate the Vendor for incurred losses by requiring the responsible inmate(s) to pay restitution. Cases of fraud shall not affect revenues or levels of commissions paid to EPSO.

14) End-User Payment Options

1. Vendors shall provide a detailed description of all payments, deposit methods, and processes for applying payments for inmate telecommunication services specified in RFP response.
2. Vendors shall describe in detail the process by which end-users can make pre-payments for a specific phone number, pre-paid collect account, or inmate account for all applicable inmate telecommunication services specified in RFP response.
3. Vendors shall provide a timeframe for which funds shall be posted to accounts and become available for use by the inmate or end-user/visitor.
4. Vendors shall detail how any taxes or additional fees are applied to all payments and accounts.

15) Reporting Requirements

A. General Reporting Requirements: The Vendor shall provide detailed reports to EPSO. These reports shall include a variety of call information and be customizable for EPSO needs. The system shall generate the following reports to include, but not be limited to:

Call Detail Reports

- a. Date and time each call is placed
- b. Source of the call
- c. Telephone number called
- d. Date and time the call ends
- e. Duration of the call
- f. Voice recording of all parties involved in conversation
- g. Frequently dialed numbers
- h. Three-way call attempts
- i. Call volume by telephone

Revenue Report

- a. Provide detailed revenue report monthly
1. The Vendor will store recorded call data for a minimum of three (3) years. The system shall have the capability to store calls for a period of time sufficient to comply with any requirements issued by the Public Information Act.
 2. The Vendor shall provide EPSO with the capability to view and track call activity, revenue/commission information, and facility service requests from any location at any time via a web accessible site.
 3. Vendors shall attach samples of Call Detail, Revenue, and other standard reports in the RFP response.

B. Administrative Reporting: Administrative reports shall be easily generated on computers. Information shall be continually available and include, but not limited to:

- a. Call record data for each telephone line to include:

- i. Minutes used
 - ii. Number of calls completed
 - iii. Date, time, and phone number for each call
 - iv. Revenue generated
 - b. Record of calls not accepted to include:
 - i. Originating number
 - ii. Number called
 - iii. Date and time call placed
 - c. Vendors shall supply samples of their standard report formats and will identify additional management reports that can be extracted from the database that may be of value to EPSO.

16) Disaster Recovery Plan

Vendors shall provide a detailed Disaster Recover Plan (DRP). The DRP shall include the Vendor's processes, policies, and procedures relating to the recovery of services and data requirements as specified in this solicitation preceding and/or following a natural or human-induced disaster.

- A. The DRP shall address Vendor's recovery processes following a natural or human-induced disaster for these scenarios:
 - a. Localized event affecting only the Vendor's facilities, infrastructure, and personnel.
 - b. Localized event affecting only the County's facilities, infrastructure, and personnel.
 - c. Broad geographic event affecting both the Vendor and County's facilities, infrastructure, and personnel.

17) Customer service

Vendors shall provide the following information regarding processes and procedure for handling inmate and end-user service matters for any inmate telecommunication service specified in Vendor's response.

- a. Describe procedure(s) for handling inmate/end-user complaints and include contact options available for end-users to request assistance from the Vendor.
- b. Indicate whether Vendor's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative.
- c. Detail the hours during which live customer service representatives are available to speak with end-users via telephone.
- d. Detail the average on-hold time to reach a live representative.
- e. Describe procedure(s) for handling inmate or end-user refund requests and the timeframe for completing such requests.

18) Warranty

Vendors shall provide any and all warranty information. Vendors shall list any additional costs for extended warranty(s).

4. EVALUATION CRITERIA

The evaluation committee will score Responses based on the following criteria not listed in any order of importance:

- Product
 - Provide documentation that meets or exceeds product specifications listed
 - Include make, model, and brand of all proposed equipment
 - Include one (1) set of manufacturer information sheets with detailed product/equipment descriptions
- Project Solutions
 - Overall requirements met
 - Desired features included
 - Ability to integrate with current County systems as required

- Provide details for additional options, technology, investigative tools, features, etc.
- Project Solutions to include the means and methods of solution
- Project Work Plan and Schedule
 - Approach to project and outline of work schedule
 - Detailed installation and service transition timeline meeting solicitation requirements
- References and Experience
 - Evidence of performance and financial stability
 - Ability to provide 24x7 service
 - Locally based service technicians
 - Evidence of having the proper equipment and organization for installation and service
 - Reference list of correctional facilities currently provided call fraud detection technology
 - Provide 3-5 references of previous clients of similar size and project scope. Preferably two (2) government references and one (1) non-government reference

5. RESPONSE FORMAT

Failure to respond in the required format or failure to provide required information may deem your submittal non-responsive.

To facilitate an effective evaluation process, responses must be submitted on 8.5" x 11" inch paper, single-sided pages with a minimum font of 10, and all pages should be numbered in the following manner: page __ of __ pages with a maximum of seventy-five (75) pages. All acronyms in the response must be defined.

Attachments/Exhibits included in this solicitation that require signature and/or are a required document to be returned with your Responses shall be included as an exhibit to your Responses and will not be included in the 75-page limit. Schedules, if applicable, may be submitted on 11" x 17" sheets and are counted as one page (limit of five pages).

Submittals should be prepared simply and economically providing a straightforward, concise description of the Vendor's ability to perform the requirements of this Solicitation.

ELECTRONIC SUBMISSION OF OFFERS: El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Vendor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

To enable the County to conduct a uniform review of the information submitted in response to this Solicitation, Vendors must address the following information, numbered to directly correspond with the number of the Table of Contents section of the submitted Response. The County reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature in ONE PDF document.

- A. Provide response without reference to El Paso County logo or company logo in **one** PDF document
- B. Submit response in a tab format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. – Required

Documentation section, Evaluation Criteria section, etc. as outlined on the Response Submittal Requirements page

- C. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead that:
 - a. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation
 - b. Provides, in brief concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project
 - c. Is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work
- D. Provide documentation that satisfies the Required Document Requirements
- E. Provide documentation that satisfies the criteria to be evaluated
- F. Provide the completed and signed Cover Sheet
- G. Addendum(s) Acknowledgement, if applicable
- H. Submission Form
- I. Completed W9
- J. Universal Entity Identifier (UEI) Number
- K. Additional Attachment:
 - a. Revenue Calculation Form

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

The following must be provided with your response:

Revenue Calculation Form: Vendors shall use the Revenue Calculation Form attached to this RFP.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

1. VENDOR

- a. Legal Name of Company _____
- b. Business Name or DBA (if different) _____

2. LOCAL COLORADO ADDRESS (IF APPLICABLE)

- a. Street Address _____
- b. City/State/Zip _____

3. ORDER ADDRESS

- a. Street Address _____
- b. City/State/Zip _____
- c. Online (website) _____

4. PAYMENT ADDRESS

- a. Street Address _____
- b. City/State/Zip _____

5. CONTACT INFORMATION

- a. Name/Title _____
- b. Telephone Number: (____) _____
- c. Toll Free Number: (____) _____
- d. Fax Number: (____) _____
- e. Email Address: _____

6. TAXPAYER IDENTIFICATION NUMBER

7. OWNERSHIP STATUS (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Non-Profit | |

8. PRIMARY BUSINESS CLASSIFICATION

- | | |
|--|---|
| <input type="checkbox"/> Broker | <input type="checkbox"/> Retailer |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> Jobber | <input type="checkbox"/> Subcontractor (trades) |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Prime Contractor (trades) | <input type="checkbox"/> Other _____ |

9. OFFICERS, OWNERS, PARTNERS

- Name/Title _____
- Name/Title _____
- Name/Title _____

10. COMPANY PROFILE

- a. Date Firm Was Established _____
- b. Under the Laws of What State _____
- c. Number of Employees _____
- d. Approximate Yearly Sales Volume _____

11. PRIMARY PLACE OF BUSINESS

- _____ Home
- _____ Office Building
- _____ Office Complex
- _____ Office/Warehouse
- _____ Warehouse
- _____ Other _____

12. STAFF EXPERIENCE (key members of your company's staff who will be assigned to this project)

- a. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- b. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- c. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- d. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- e. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____

13. REFERENCES (customers similar to El Paso County to whom services similar in size and scope have been provided)

- a. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- b. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- c. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- d. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- e. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____

14. **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?

Yes No

15. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?

Yes No

16. **PURCHASE ORDERS.** Do you accept purchase orders?

Yes No

17. **CREDIT CARDS.** Do you accept credit cards?

Yes No

18. **INFORMATION** (if you answer "yes" to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).

a. In the past five years, has there been any change in ownership of your company?

Yes No (if "yes," attach explanation labeled 18a)

b. In the past five years, has your firm operated under any other name?

Yes No (if "yes," attach explanation labeled 18b)

c. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?

Yes No (if "yes," attach explanation labeled 18c)

d. In the past five years, has your firm been in bankruptcy?

Yes No (if "yes," attach explanation labeled 18d)

e. In the past five years, has your firm been assessed and paid liquidated damages?

Yes No (if "yes," attach explanation labeled 18e)

f. In the past five years, has your firm, or any firm with which your company's officers, owners or partners are associated, been barred, disqualified, removed, or otherwise prevented from bidding on, or competing for any government project for any reason?

Yes No (if "yes," attach explanation labeled 18f)

g. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No (if "yes," attach explanation labeled 18g)

h. In the past five years, has any claim against your firm concerning your firm's work on a project been filed in court or arbitration?

Yes No (if "yes," attach explanation labeled 18h)

i. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No (if "yes," attach explanation labeled 18i)

j. Has your firm, or any of its officers, owners, or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No (if "yes," attach explanation labeled 18j)

- k. Has your firm, or any of its officers, owners, or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?
 Yes No (if "yes," attach explanation labeled 18k)
- l. Has your firm, or any of its officers, owners, or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No (if "yes," attach explanation labeled 18l)
- m. In the past five years, has any surety company made any payments on your firm's behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf?
 Yes No (if "yes," attach explanation labeled 18m)
- n. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?
 Yes No (if "yes," attach explanation labeled 18n)
- o. Have you ever had insurance terminated by a carrier?
 Yes No (if "yes," attach explanation labeled 18o)
- p. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?
 Yes No (if "yes," attach explanation labeled 18p)
- q. In the past five years, has OSHA cited and assessed penalties against your firm?
 Yes No (if "yes," attach explanation labeled 18q)

19. Licenses. Does your company have current and valid licenses for the services being requested? Please provide copies.
 Yes No (if "yes," attach licenses labeled 18)

20. Certification. The undersigned hereby affirms (1) that he/she is a duly authorized agent of the vendor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the vendor's Response.

- a. Printed Name: _____
 - b. Printed Title: _____
 - c. Firm Name: _____
 - d. Address: _____
 - e. City, State, Zip: _____
 - f. Telephone: _____
 - g. Fax: _____
 - h. E-mail: _____
- Authorized Representative's Signature _____

Attach all requested exhibit items to the end of this document and clearly label each exhibit with the corresponding question number.

I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of Colorado Open Records Act CRS 24-72-201 et seq., as amended, and that:

_____ None of this submittal is considered proprietary and/or confidential

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Colorado Open Records Act/Government Code). **A clearly identified redacted softcopy of the original Response is required if this section is selected.**

Page:	Code:	Reason:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

General reference to Freedom of Information Act (FOIA) or Colorado Open Records Act (CORA) is not sufficient justification. The County has the final discretion in determining whether information is subject to disclosure under CORA.

I/We acknowledge that the above statements may be subject to legal review and challenge.

Signature below indicates that applicant has read all the information provided above and agrees to comply in full. This form is considered as a section of the Request for Proposal, RFP-23-052 and therefore, this signed document shall be considered and fully submitted with the original package.

Authorized Representative's Signature

Date

Printed Name

Title

Company Name

El Paso County values your input. Your input assists us in building competitive solicitations and ensuring our solicitations are cutting edge and relevant. Please spend a few minutes to complete this form and return to the Contracts and Procurement Division.

Please send to: El Paso County
 Jake Harper, Procurement Specialist
 RFP-23-052; El Paso County Jail Telecommunications
JakeHarper@elpasoco.com

Specifications too "strict" (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

Specifications are unclear. Please explain.

Other. Please explain in detail.

- We are unable to meet specifications
- Insufficient time to respond to the solicitation
- Our schedule would not permit us to perform within the required time
- We are unable to meet insurance and/or bonding requirements
- We do not offer this product or service

PRINT OR TYPE YOUR INFORMATION

Company Name: _____ Fax: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Authorized Representative's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____

ELECTRONIC SUBMISSION OF OFFERS: El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Vendor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature

Vendor shall check (✓) to confirm that the following documentation has been submitted:

- Signed Cover Sheet from this Solicitation
- Vendor Information Form
- Proprietary / Confidential Statement
- Signed copies of any addenda issued regarding this Solicitation
- W9 Documentation / Universal Entity Identifier (UEI) Number
- Exhibit 1, 2, 3, and 4
- Revenue Calculation Form

Does your offer comply with all of the **terms and conditions** of this solicitation and the attached Agreement?

- Yes No If not, indicate exceptions on Exhibit 1.

Does your offer meet or exceed all of the **specifications** of this solicitation and the attached Agreement?

- Yes No If not, indicate exceptions on Exhibit 1.

Vendor's response to the following question will not be considered in awarding this Solicitation.

El Paso County actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that El Paso County would not be a legally binding party to any contractual agreement made between any other agency and the Vendor as a result of this Solicitation.

May other units of government avail themselves of this contract and purchase any and all items specified.

- Yes No

EXHIBIT 1: EXCEPTIONS

Print the words "no exceptions" (here) _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these Response documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the Response document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your Response.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of Responses. Offerors stipulating that the County must use their contract or agreement may be determined non-responsive and their Response determined unacceptable.

Company Name: _____

Address: _____
(County, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

EXHIBIT 2: RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

I DO CERTIFY **I DO NOT CERTIFY**

Proposer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 3: NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of _____ (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached Response were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent Responses or competition; and
3. That unless otherwise required by law, the contents and prices contained in the Response have not been communicated by _____ (proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the Response, and will not be communicated to any such person prior to the official opening of the Response; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

I DO CERTIFY

I DO NOT CERTIFY

Proposer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 4: MINIMUM INSURANCE REQUIREMENTS

For this contract, the following provisions for insurance shall apply:

The Vendor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Vendor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.

The Vendor shall procure and maintain, during the life of this Agreement, for itself and any subconsultants, the minimum insurance coverages listed in Attachment A. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Vendor requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Vendor.

1. The certificate of insurance provided by the Vendor shall be completed by the Vendor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be reviewed and approved by the County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County two (2) weeks prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

El Paso County
Board of County Commissioners
Attn: Contracts and Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

2. It is the affirmative obligation of the Vendor to notify the County's Contract Specialist, as provided in this Agreement, including e-mailing (PURCOI@elpasoco.com) a copy of the notice to the Contracts and Procurement Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

3. Failure on the part of the Vendor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Vendor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Vendor from the County.

4. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

5. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars (\$387,000) per person, and One Million Ninety-Three Thousand Dollars (\$1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

El Paso County must be included on the General Liability insurance as an additional insured. Certificates of Insurance must be submitted before commencing work and provide 30 days' notice prior to any cancellation.

It shall be the responsibility of the Vendor to ensure that all sub-Vendors carry insurance of not less than those coverages and limits specified herein. Proper evidence of this compliance must be forwarded to appropriate department prior to the inception of any work by sub-Vendor.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature) (Date)

**ATTACHMENT A
INSURANCE CHECKLIST**

SOLICITATION NUMBER: RFP-23-052
TITLE OF SOLICITATION: El Paso County Jail Telecommunications

Insurance items checked below have been identified as necessary requirements for this Contractor per the desired scope of work.

EL PASO COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON ALL RELEVANT POLICIES.

Insurance Item:	Required	Waived
Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section and per EXHIBIT 4 at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the County.	X	
Workers' Compensation: Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.	X	
Commercial General Liability: Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 damage to premises rented to you – any one premises.	X	
Automobile Liability: Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.	X	
Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the County, its agencies, institutions, organizations, officers, agents, employees, and volunteers.	X	
Garagekeepers Coverage: Garagekeepers coverage for loss to vehicles in the Contractors custody for servicing or storage with a minimum limit of \$500,000 for each loss.		X
Umbrella Liability Insurance: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: \$1,000,000 each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County.	X	
Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$1,000,000 each occurrence; and \$2,000,000 general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County.	X	
Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than \$1,000,000 each occurrence and aggregate.		X
Professional Liability/Malpractice Insurance: Professionals to include: physicians, nurses, psychologists, social workers, etc. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with minimum limits as follows: \$1,000,000 each claim; and \$1,000,000 general aggregate. Policy shall include coverage for bodily injury and sexual misconduct claims.		X
Professional Liability Insurance: Professionals to include: Architects, Engineers, Construction Managers. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: \$1,000,000 each claim; and \$1,000,000 general aggregate.		X
Professional Liability Insurance (Errors and Omissions): Miscellaneous professions to include: IT Consultants/Programmers, Insurance Brokers, Accountants, Real Estate Agents, Etc. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: \$1,000,000 each claim; and \$1,000,000 general aggregate.		X
Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than \$1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee	X	
Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement.		X

The Sample Professional Services Agreement is included in this solicitation for information and reference purposes only.

It is the responsibility of the Vendor to provide any exceptions to this Solicitation and/or Sample Professional Services Agreement with its response for evaluation by El Paso County. It is the responsibility of the Consultant to provide the Solicitation and Sample Professional Services Agreement to their Legal Counsel for review and notation of any exceptions prior to submitting a proposal.

Following the determination of award, El Paso County and the successful Vendor will execute this document to consummate a contract between the parties. The Solicitation and the Vendor's Offer will be attached and incorporated as part of the contract.

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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
[] [] [] - [] [] - [] [] [] [] [] []		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number		
[] [] [] [] - [] [] [] [] [] [] [] [] [] []		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see "Special rules for partnerships" on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AGREEMENT FOR SERVICES

Project Number and Name:

THIS AGREEMENT is entered into as of the ____ day of _____, _____ by and between the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter referred to as the "County") and _____ (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A, _____ (the "Project").

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project, which are described or reasonably implied from Section 1 of Exhibit A, which is attached hereto and incorporated herein by this reference.

2. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement: Invitation for Bid/Request for Proposal #XX-XXX.

In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

3. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 5.A. below. All time limits are of the essence in this Agreement.

4. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

5. General Terms and Conditions.

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

Pandemics. The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in

writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, gender, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines, and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in El Paso County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the Fourth Judicial District, El Paso County.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that

purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended.

The Contractor shall disclose any personal or private interest related to property or business within the County. Upon disclosure of any such personal or private interest, the County shall determine if the interest constitutes a conflict of interest. If the County determines that a conflict of interest exists, the County may treat such conflict of interest as a default and terminate this Agreement.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Worker Without Authorization. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with a worker without authorization (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with a worker without authorization; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 5.Q, the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County’s requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors.

T. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-101(1) (i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County’s PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

6. **Insurance.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of El Paso County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Waiver of Subrogation
- Severability of Interests Provision

Additional Insured Endorsement (for on-going and completed operations) issued to El Paso County, Colorado its officers, its agents, and its employees acting in the scope of their employment.

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos) used in connection Minimum Limits:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Specific Waiver of Subrogation
- MCS 90 for vehicles carrying hazardous materials
- Mobile (for on-going and completed operations) issued to El Paso County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination, or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7. Insurance Certificates.

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. **The certificates shall identify this Agreement and shall state the project number where applicable.**

8. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of any negligent acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

9. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

10. Prohibited Terms. Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

11. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

12. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

[Remainder of page intentionally left blank. Signatures on following page.]

CONTRACTOR:

By: _____
(signature)

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

ATTEST: Clerk to the Board

Date: _____

EL PASO COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Signed this _____ day of _____, 2022

APPROVED AS TO LEGAL FORM:

County Attorney's Office

Date: _____

EXHIBIT A to Agreement between the County and _____.

Project Number or Name: _____.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: _____, _____.

The services of the Contractor shall be completed, or shall end, by _____, _____, at which time the County shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- Lump sum due upon completion: \$ _____.
- Hourly rate: \$ _____/hour or as outlined in the attached document.
- Other: _____.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$ _____.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Additional Insurance Requirements.**

Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 7, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box for Architects and Engineers only.**

Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars (\$1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJL, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars (\$1,000,000) each occurrence and aggregate. **Check box if required only.**

Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One Million Dollars (\$1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the county, its agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

A Waiver of Workers' Compensation Insurance is required only when a Contractor is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. Addresses for Notices. The addresses for Notices are as follows:

To the County: El Paso County Contracts & Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

and (send to both)

To the Contractor:

7. Special Conditions.

- No special conditions
- Special Conditions are as follows:

SAMPLE