



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

**REQUEST FOR QUALIFICATIONS AND
QUOTATION COVER PAGE**

RFQQ Number:	7183-20
RFQQ Title:	911 Center Console Furniture Replacement
Deadline to RSVP for Virtual Meeting:	Thursday, November 12, 2020 – 2:00 p.m.
RFQQ Questions Due – Virtual Meeting:	Wednesday, November 18, 2020 – 2:00 p.m.
Virtual Bidders Meeting:	Wednesday, December 2, 2020 – 1:30 p.m. Join Microsoft Teams Meeting +1 720-400-7859 United States, Denver (Toll) Conference ID: 963 062 480#
Deadline to Submit Questions (Post RFQQ Bidders Conference)	Friday, December 4, 2020 – 2:00 p.m.
Submittal Due Date:	Friday, December 18, 2020 – 2:00 p.m.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Evaluation Criteria Exhibit A – Existing Console Equip Configuration Form of BRETSA Contract

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1.0 GENERAL

1.1 Introduction

This Request for Qualifications and Quotation (RFQQ) is being solicited on behalf of Boulder County for the Boulder Regional Emergency Telephone Service Authority (BRETSA). BRETSA is seeking replacement of its existing 911 Center Dispatch Console Furniture.

1.2 Procurement Schedule

The dates listed below are estimated dates of the activities related to this RFQQ and subsequent RFP. In the event we find it necessary to significantly change any of these dates and times, BRETSA will do so by issuing an addendum to this RFQQ and RFP process.

BRETSA intends to advance this procurement in a series of orderly steps, directed at ensuring that during the RFQQ process Bidder’s proposed Console solutions can meet all BRETSA technical, functional, ergonomic and operational requirements. Only then will an RFP process be pursued for procurement of new Console Furniture. The schedule that follows is a guideline developed in order to provide adequate information for Bidders to prepare definitive proposals, and to permit the BRETSA Agencies to fully consider various factors that may affect the decision.

BRETSA may change these dates by Amendment sent to prospective Bidders.

RFQQ & RFP Schedule

Activity	Date
Release RFQQ (Download from Rocky Mountain E-Purchasing system web site, (http://www.rockymountainbidsystem.com/) under Boulder County	Friday, 10/23/20
Deadline – Notification to Attend Virtual Bidders Conference	Thursday, 11/12/20 – 2:00PM, MST
Deadline – To Submit Written Questions for Virtual Bidders Conference	Wednesday, 11/18/20 – 2:00PM, MST
RFQQ Bidders Conference (Due to COVID-19 this will be a virtual conference via MS Teams).	Wednesday, 12/02/20 – 1:30PM, MST
Deadline to Submit Questions (Post RFQQ Bidders Conference)	Friday, 12/04/20 – 2:00PM, MST
An Addendum (Post RFQQ Bidders Conference) to all inquiries shall be emailed to all known Bidders	Thursday 12/10/20 – 2:00PM, MST
<i>Submission of Final RFQQ Proposals by 2:00pm (MST)</i>	<i>Friday, 12/18/20 by 2:00pm (MST)</i>
Score Bidder Proposals	12/21/20 thru 01/08/21
Issue RFP To Bidders Deemed Most Qualified to Fulfill BRETSA's needs	Wednesday, 01/13/21
<i>Submission of Final RFP Proposals by 2:00pm (MST)</i>	<i>Friday, 01/29/21 by 2:00pm (MST)</i>
Evaluate and Score RFP Bids	02/01 thru 02/12/21
Best and Final Offer (BAFO), if required	02/15/21 thru 02/19/21
Bidder Selected	Wednesday, 02/24/21
Contract Negotiation Period & Contract Execution	02/24/21 – 03/10/21 (estimated)
Award Approval by BRETSA Board	Monday, 03/22/21
Project Implementation	Wednesday, 03/24/21

1.3 Background

The Boulder Regional Emergency Telephone Service Authority (BRETSA) is a governmental entity established pursuant to 29-1-103, C.R.S. and 29-11-100.5 et seq. and in conformance with the Colorado Governmental Immunity Act 24-10-101 C.R.S. et seq. The Authority pays costs of providing 911 telephone services, but does not pay for the cost of staffing individual dispatch centers. The cost of responding to 911 calls is covered by the participating emergency response agencies.

The members of BRETSA include the County, each of the incorporated cities and towns in Boulder County, the independent fire districts serving areas in Boulder County, and the CU Board of Regents.

BRETSA provides financial support for the four primary public safety-answering points (PSAPs) within Boulder County, Colorado. These PSAPs are:

1. Boulder County Sheriff (10 Dispatch Consoles)
2. City of Boulder (10 Dispatch Consoles)
3. City of Longmont (10 Dispatch Consoles)
4. University of Colorado, Boulder (4 Dispatch Consoles)

1.4 Purpose

BRETSA is seeking bids from qualified Bidders who have experience serving State and local government markets, preferably public safety entities. All Bidders should be experienced in installing and configuring dispatch consoles in 911 Centers; working around sensitive information and not hindering the work being done by 911 dispatchers while installing the consoles.

1.5 Current BRETSA Environment

Each PSAP has provided a description of its current configuration of the dispatch floor, current manufacturer and current systems that would need to be removed to an off-site storage location and the new furniture installed. Please see Exhibit A.

1.6 Current Power Access

Each PSAP provided a description of the current electrical power access on the dispatch floor. Please see Exhibit A.

1.7 Current Computer/Workstation Video Access

Each PSAP provided a description and pictures of the current computer/workstation video access, with content describing the use of any booster or signal extension. Please see Exhibit A.

2.0 RFQQ INSTRUCTIONS TO BIDDERS

2.1 Deadline for Notification to Attend Virtual Bidders Conference

Please email purchasing@bouldercounty.org by **2:00 p.m. Mountain Time on Thursday, November 12, 2020** to attend the virtual bidders conference.

2.2 Submission Instructions

RFQQ's are due at **the email box only, listed below**, for time and date recording **on or before 2:00 p.m. Mountain Time, Friday, December 18, 2020**.

Please note that email responses are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the Bidder to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFQQ # 7183-20** in the subject line.

All RFQQs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Bidder to see that their RFQQ response is received on time at the stated location(s). Any responses received after due date and time will be returned to the Bidder.

BRETSA reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the BRETSA Board, is in the best interest of the BRETSA Board and the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

2.3 Written Inquiries

All inquiries regarding the RFQQ shall be submitted, in writing, to the Purchasing Office via email to purchasing@bouldercounty.org with "**RFQQ #7183-20 Questions**" in the subject line.

The deadline to submit written prior questions to the scheduled RFQQ Bidders Conference is **2:00 p.m. Wednesday, November 18, 2020**.

There will be a second opportunity to submit written questions after the RFQQ Bidders Conference. Post RFQQ Bidders Conference deadline to submit written questions is by **2:00 p.m. Friday, December 04, 2020**.

All questions will be documented and responded to in an Addendum on **Thursday, December 10th**.

Only questions submitted through this process, and subsequently answered in writing, can be relied upon.

2.4 Confidential and Proprietary Data

If any part of the proposal response, which is proprietary or confidential, the bidder must so identify and state in writing on the applicable page(s) of their proposal. **See Section 6.0, Item 11 regarding designation of confidential/proprietary information.**

2.5 RFQQ Disclaimers

The BRETSA Board reserves the right to reject any and all RFQQs, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the BRETSA Board, is in the best interest of the Boulder Regional Emergency Telephone Service Authority.

Receipt of the RFQQ response or submission of an RFQQ or RFP response confers no rights upon the bidder, nor obligates **BRETSA** in any manner.

- A. **BRETSA** will not be liable in any way for any costs incurred by Bidders in the preparation and delivery of their responses to the RFQQ or for any subsequent discussions and/or product demonstrations.
- B. Any and all work performed for **BRETSA**, including all documents associated with the project, shall become the exclusive property of **BRETSA**.

2.6 Restrictions on Communications with BRETSA Agencies

No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed between Bidders and members of the BRETSA Agencies, BRETSA PSAP Directors, or BRETSA Ops team members after announcement of intent to issue this RFQQ, except as identified in Section 2.3 – Questions Regarding This RFQQ.

Any such improper contact may disqualify a Bidder from further consideration. Requests for clarification by Bidders will be allowed, provided that such requests are made in writing or via e-mail as identified in Section 2.3 of this document. A copy of any Bidder-submitted questions received in accordance with the guidelines specified within this document, along with BRETSA's response, shall be provided to all identified and qualified Bidders.

2.7 VIRTUAL BIDDER CONFERENCE

Due to current health restrictions there will be NO site visits.

We will be placing on-line videos of the dispatch floor environments of the four PSAPs seeking console furniture.

An addendum will be posted providing the Internet URL at which these videos may be viewed.

A virtual conference will be held to review the videos as well as address questions submitted by prospective bidders. **Please see the link and call in number on the cover page.** This will be the opportunity for Bidders to ask questions and/or provide feedback to BRETSA regarding the specifics of the RFQQ, the video presented, and any other written content published as part of this RFQQ.

This virtual meeting is scheduled for:

Time: 1:30 PM, Mountain Time on Wednesday, December 2, 2020.

Location: A Microsoft Teams link to join the virtual meeting will be posted for bidders to access.

All Respondents desiring to attend the virtual Conference must send a confirming email to BRETSA, directed to the Contact Person listed in Section 2.3 of this document, by the date specified in Section 1.2 – RFQQ & RFP Schedule. Confirmations to BRETSA shall include the following:

1. Company Name
2. Contact Name and Title
3. Complete Address
4. E-Mail Address, and
5. Phone Numbers (Office and mobile).

Your response to BRETSA will generate two events -

1. You will be added to the list of recipients to attend the Virtual Conference.
2. You will also be added to the potential Respondent's e-mail list to receive any subsequent updates or amendments to the RFQQ (as they are made available).

If necessary, at the completion of the Virtual Conference, BRETSA may release an Amendment to this RFQQ containing any material or informational changes it deems necessary, and that do not limit competition.

2.8 SITE VISITS

At this time site visits are NOT allowed.

2.9 RESPONSE FORMAT AND CONTENT

This section defines the approach for the development and presentation of response data. Responses are to be prepared in such a way as to provide a straightforward and concise discussion of the bidder's ability to satisfy the requirements herein. Emphasis should be on conformance to the RFQQ instructions, responsiveness to the RFQQ requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison of responses, all responses should be submitted in the format described in this document. Format instructions must be adhered to; all requirements and requests for information in the RFQQ must be responded to; all requested data must be supplied.

Assemble your response in the order defined in Section 9.0. Responses should be numbered in a manner of the bidders own choosing, that allows for easy reference. Submit an electronic attachment (email) in MS Word format or Adobe PDF as listed in Section 2.2 above.

RFQQ responses should be created in MS Word or Adobe PDF and contain the following information:

- A. **Project Name:** **RFQQ #7183-20**
Due Date: **2:00 PM, December 18, 2020.**
Submitted by: (Firm/Company Name)
- B. **Introduction:** Clearly identify the firm's contact person with respect to this project, including:
 - Office address

- Telephone
 - Email address at which the person can be reached
 - The proposal MUST BE SIGNED BY AN AUTHORIZED OFFICER OR AGENT OF THE VENDOR
- C. Company profile/experience: Bidders shall state full name and address of the bidder's organization. Include the address of any branch office(s) that would be directly responsible for servicing this account. Provide a brief history of your firm, including organization of the firm and any mergers and acquisitions. Provide information identifying any Sub-Contractors that will be directly involved in the project.
- D. Indicate the number of years your firm has been providing, designing and/or supporting the 911 Console Furniture and/or services proposed hereunder. Bidders may use this section to provide a brief history of recent and current operations. Brochures and other published material may be attached to your response.
- E. Experience with Similar Project(s): In this section, describe successful projects of similar functionality and scope. Additionally, please describe any previous experience with similar public safety agencies' projects in this section.
- F. Client References: Please indicate the names and addresses of three current customers for whom you are providing similar services as proposed hereunder, including a contact name, contact phone number and dollar value of the contract (located within the State of Colorado is preferred).
- G. Additional Information: Please disclose any criminal investigation, indictment, prosecution, or other proceeding that has been brought against your firm within the last ten (10) years (provide attachment if necessary). Also describe any civil litigation pending or concluded within the last five years against your firm that may impair the firm's ability to provide the requested services (provide attachment if necessary). Disclose any potential conflicts of interest with representing any of the BRETSA Agencies for the requested services, including any potential conflicts of interest of employees assigned to this project. BRETSA and the PSAP Agencies reserves the unqualified right to disqualify a firm or cancel any contract for any potential conflict of interest issues raised initially and/or disclosed by firm or discovered by BRETSA during the contract period.
- H. Implementation Schedule: Bidder shall provide the proposed project construction and installation schedule.
- I. Evaluation Criteria: Every effort will be made to evaluate the proposals as objectively as possible. The best proposal will be determined by BRETSA that provides the best combination of factors relating to experience, qualifications, service, costs and reputation

- J. RFP Process: ONLY THOSE BIDDERS WHO ARE DEEMED THE MOST RESPONSIVE AND RESPONSIBLE WILL BE ALLOWED INTO THE RFP PROCESS. DURING THE RFP PROCESS THE BIDDERS WILL BE REQUIRED TO: describe the pricing used on comparable projects. Pricing and cost should be broken out, as applicable based on console position, construction, implementation, with shipping/freight etc. Pricing must include the cost of removing existing console furniture and installing the new consoles at the four 911 PSAP locations as follows:

Agency	Name	Address
BCSO	Boulder County Sheriff's Office	3280 Airport Rd., Boulder, CO 80301
COL	City of Longmont	225 Kimbark Street, Longmont CO 80501
UCPD	University of Colorado	1050 Regent Dr., Boulder, CO 80309
COB	City of Boulder	1805 33rd Ave., Boulder, CO 80301

3.0 911 CENTER CONSOLE FURNITURE STATEMENT OF WORK

BRETSA is seeking a bidder to provide a total of thirty-four (34) new custom-made 911 Center Dispatching Console Furniture Positions as follows:

BRETSA PSAPs

1. Boulder County Sheriff (10 Dispatch Consoles)
2. City of Boulder (10 Dispatch Consoles)
3. City of Longmont (10 Dispatch Consoles)
4. University of Colorado, Boulder (4 Dispatch Consoles)

Refer to the document (Exhibit A) associated with this RFQQ. The arrangement of the furniture in each of the four PSAPs is intended to support specific operational functionality and must be adhered to as closely as bidder furniture design permits. Bidders shall submit drawings that depict their proposed furniture as shown within each of the four PSAP's dispatch center space. Variance from the attached (Exhibit A) furniture layout must be described, including the need for the variance and the justification for any changes, in the "Exceptions to Specifications and/or Comments" section of this RFQQ.

The Dispatch Console furniture procured through the subsequent issuance of an RFP shall be constructed of durable materials that have been proven for durability in the 24-hour use environment of a 911 dispatch center. Separate monitor and keyboard platforms must be electronically height adjustable to permit safe, ergonomic usage by multiple users. Standard office furniture will not be acceptable in this installation.

The furniture proposed shall meet all appropriate industry standards, such as those established under the ADA, ANSI, ASTM, and UL, as well as any applicable regulatory standards.

Bidders must quote a baseline configuration as part of their proposal. The baseline equipment must include all required components, such as task lights, comfort control systems, CPU storage, drawer/storage units, integrated cable management systems, electronic lift platforms, and all other required features described in this document.

Additional optional components may be described and quoted by bidders to provide additional features and functionality.

Bidders will be expected to complete their response to each item in Section 4.0 911 Console Furniture Requirements. Bidders will review each requirement and provide a response to each requirement. Additionally, the Bidders will:

- A. Submit their Statement of Qualifications (SOQ) in response to BRETSA's RFQQ requirements
- B. Based on the scoring of the RFQQ, BRETSA will identify those bidders who are the most responsive and responsible Bidders. These bidders will be invited to participate in BRETSA's RFP process
- C. BRETSA will submit its Request for Proposal (RFP) to only those Bidders selected as most responsive and responsible based on the RFQQ response. This will require the Quotation and Pricing on the proposed Bidder solution.

4.0 911 CONSOLE FURNITURE REQUIREMENTS

Public Safety/911 Emergency Communication Centers pose unique challenges and demands. Unlike in an office environment, personnel are required to manage multiple monitors and additional ancillary rack mount electronics. Additionally, Emergency Communications Consoles are utilized 24 hours per day/7 days per week by different employees with different physical sizes and needs. It must be recognized that this user environment will receive at least five times the use of typical office furniture each year. With this in mind, only console furniture specifically designed and engineered for Emergency Communication Centers will be acceptable. Office furniture systems will not be considered. Console should meet ANSI/HFES 100-2007 and ADA guidelines and requirements.

Any deviation from the specification requirements outlined below MUST be submitted in writing. A "Scope of Deviations" statement is to be provided with the proposal and must reference the specification number along with a detailed explanation of the bidder's lack of compliance, partial compliance, or alternative method used. The absence of a "Scope of Deviations" statement will hold the bidder strictly accountable to the specifications as written herein and may cause the bid to be rejected as non-responsive.

4.1 Stability - Function

4.1.1	The console furniture is designed specifically for 24/7 operations in an emergency communications center environment.
4.1.2	The console furniture is modular in design so as to be easily reconfigured and upgraded.
4.1.3	Sit-to-stand legs are bolted into the console undercarriage and to the underside of the input support surface creating maximum proportional stability; free-standing leg and feet systems will not be acceptable.
4.1.4	There are no side-to-side obstructions within the console footprint that will inhibit movement by the use. Knee space must span a minimum of 70% of the console's overall width.
4.1.5	Horizontal work surfaces are supported by a formed steel sub-frame for maximum durability.
4.1.6	Horizontal work surfaces must be strong and rigid and able to meet all required standards for furniture construction as outlined by ANSI/BIFMA X5.5-2008, Desk Products.
4.1.7	Entire system will be adjustable to allow for level installation on un-even flooring.

4.2 Input support surface

4.2.1	The input support surface must lower to at least 24.5" from the floor.
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4.2.2	The input support surface must raise to 50" above the floor to accommodate the 99th percentile standing male per ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.4.3.
4.2.3	The height-adjustability must be engineered so as to provide infinite adjustment throughout the entire adjustment range, a critical function to meet ergonomic standards and reduce repetitive strain injuries and carpal tunnel syndrome.
4.2.4	The input support surface must be a level platform that is wide enough to accommodate multiple input including keyboards, mice, and writing surface.
4.2.5	The input support surface must have enough surface area to accommodate input devices within a primary, secondary and tertiary work zone and to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.1 standards.
4.2.6	The electronic adjustment must be independent of the monitor support; other adjustment methods will be deemed unacceptable.
4.2.7	The electronic adjustment must be controlled through a digital read-out to ensure precise user-preferred replication.
4.2.8	The electronic adjustment controls must be mounted in a location that meets ADA standards for accessibility.
4.2.9	Adjustment controls shall have an option for a Wellness function to track standing usage and encourage users to use the adjustment controls to change posture throughout their shift.
4.2.10	The input support surface must adjust simultaneously with the monitor support in order to retain relative positioning between both surfaces when changing from sitting to standing. This promotes ergonomic alignment and a timely and controlled shift from sitting to standing work postures.
4.2.11	The input support surface must allow adjustment of the line-of-sight viewing distance between the eyes and front surface of the viewable display area within the range of 19.7" and 39.4" to meet ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.2. The entire surface and all environmental controls shall move with the input surface to maintain preferred and ergonomic settings.
4.2.12	The input support surface must have a static load capacity of 1200 lbs. and an equipment load capacity of 500 lbs. to accommodate multiple models and quantities of various input devices.
4.2.13	Lifting columns for the input surface should be integrated into the storage cavities for increased stability; leg set bases should not be exposed.
4.2.14	The input support surface legs must have integrated anti-collision software to promote user safety, detect obstacles and prevent damage to console or equipment.
4.2.15	A minimum safety clearance of 1.25" shall be required between all moving surfaces. ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.2.
4.2.16	There shall be no entrapment zones, as defined by UL 962.

4.2.17	The input surface must have a welded steel sub-frame for increased structural integrity.
4.2.18	The position of the input support surface relative to the lifting legs and ancillary enclosures needs to be positioned so as to provide unobstructed knee clearance for users in the seated operating position and in accordance with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.2.1.
4.2.19	The input support surface should be controlled through the use of 24 VDC motors. All powered components must be UL 962 listed and should be CSA (Canadian Standards Association) certified.
4.2.20	Must utilize a dual brake for stability and prevention of binding. Braking system must lock surface into place until the brake is released.
4.2.21	There should be surface-mounted, user-configurable, user-accessible voice and data connections (RJ12, RJ45 USB, 3.5mm Audio) available and accessible from the front of the console.
4.2.22	All moveable components of the console's input support surface and lifting mechanisms shall be designed and tested to at least 40,000 cycle full range adjustments.

4.3 Monitor Viewing Support

4.3.1	The console design must include adjustment of monitors so that the gaze angle to the center of the screen ranges between 15° and 20° below horizontal eye level per ANSI-HFES 100-2007 Human Factors Engineering of Computer Workstations 5.2.4.3.
4.3.2	Please reference Exhibit A to ensure your proposed configuration can accommodate the use of both LCD flat panel monitors and curved monitors which the PSAPs have in use.
4.3.3	The monitor mounting array should allow for concurrent focal depth movement of at least four monitors at once.
4.3.4	Monitor viewing support controls must be mounted in a location that meets ADA standards for accessibility; top mounted adjustment controls will be deemed unacceptable.
4.3.5	Monitor viewing support must be controlled through the use of 24 VDC motors. All powered components must be UL 962 listed and should be CSA certified.
4.3.6	All moveable components of the console's monitor viewing support system shall be designed and tested to at least 40,000 cycle full range adjustments.

4.4 Support Adjustments

4.4.1	All mechanical and powered support adjustment mechanisms shall operate at a speed approximately 1" per second.
4.4.2	Input surface support adjustment mechanisms must be controlled through a digital read-out to ensure precise replication for individual users who share a single console workstation.

4.4.3	All mechanical and powered support adjustment controls must be mounted in a location that meets ADA standards for accessibility; top mounted adjustment controls will be deemed unacceptable.
4.4.3	All mechanical and powered support adjustment mechanisms including “lifting systems” must operate quietly with a maximum sound level of 50db.

4.5 Partition Screens

4.5.1	Partition and screen frame components must be constructed of 14 gauge cold rolled steel for maximum strength and durability.
4.5.2	All steel frame components must be bolted together in a minimum of four places to ensure maximum strength and durability.
4.5.3	All steel components must be powder coated for lasting durability; enamel paint is not sufficiently durable and will not be acceptable.
4.5.4	All external-facing screen components must be available in abrasion resistant fabric covering.
4.5.5	Internal screen components, including tackable core surfaces, must be fabricated with materials that contain a minimum of 85% recycled content.
4.5.6	The partitions and screens must be integrated into the main body of the furniture; freestanding panels will be deemed unacceptable.
4.5.7	The screen/partition system must sit within the console body’s footprint so as to not reduce available open floor space.
4.5.8	All screen and partition fasteners must be completely concealed.
4.5.9	All screen and partition components must be field replaceable
4.5.10	All side and back facing screen and partitions must be available in 42”, 48”, 54” and 60” heights; 36” return screens should also be available.

4.6 Equipment Enclosures

4.6.1	Console technology storage enclosures must be accessible from both the front and the rear.
4.6.2	Console technology storage enclosures must not attach directly to the primary work surface.
4.6.3	Console technology storage enclosures must be available in 24” and 30” heights.
4.6.4	Console technology storage enclosures must be available in 30”, 42” and 50” widths.
4.6.5	Console technology storage enclosures must be available in a 24” depth.
4.6.6	Enclosures must be engineered to support stacking storage components atop the units to allow for additional technology storage or personal storage without taking up added floor space.
4.6.7	Console technology storage enclosure rear access doors must offer cooling by a minimum of 2 each 50 CFM axial cooling fans.

4.6.8	Console technology storage enclosure front access doors must utilize a vented plenum system to draw cool air into the enclosure.
4.6.9	All console technology storage enclosures must have an active cooling system to ensure that cabinets are kept at the optimum temperature for peak technology performance.
4.6.10	Console technology storage enclosures must have horizontal cable management systems.

4.7 Cable Management Rail

4.7.1	There should be a horizontal cable management rail for running cabling from one side of the console to the other.
4.7.2	All steel components within the cable management rail must be powder coated for durability; enamel paint is not sufficiently durable and is unacceptable.
4.7.3	Internal cable management channels must be able to house a minimum of 20 each Cat-6 cables.
4.7.4	Internal cable management channels must contain fastening points to prevent unintentional movement and disconnection of cabling during active service.
4.7.5	The cable management rail must have a locking option to prevent unauthorized personnel access to internal cabling.
4.7.6	The cable management rail must be available in both single access and dual access configurations to allow maximum flexibility and future reconfiguration.

4.8 Enclosures – Personal Storage

4.8.1	Personal base storage enclosures must be available in 24" and 30" heights.
4.8.2	Personal base storage enclosures must be available in 30", 42" and 50" widths.
4.8.3	Personal base storage enclosures must have optional filing storage sized at 20" wide.
4.8.4	Personal base storage enclosures must be available in a 24" depth.
4.8.5	Personal base storage enclosures must be available in single and dual sided configurations.
4.8.6	Personal base storage enclosures must be available in combinations including open-drawer, open door, open bookcase, and closed door configurations.
4.8.7	Enclosures must be engineered to support stacking storage components atop the units to allow for additional personal storage without taking up added floor space.

4.9 Equipment Enclosures

4.9.1	Personal stacking storage enclosures must be available in 18", 24" and 30" to correspond with the heights of the partition screens.
4.9.2	Personal stacking storage enclosures must be available in 20", 30", 42" and 50" widths.
4.9.3	Personal stacking storage enclosures must be available in a 24" depth.
4.9.4	Personal stacking storage enclosures must be available in single and dual sided configurations.
4.9.5	Personal stacking storage enclosures must be available in combinations including open-drawer, open door, open bookcase, and closed door configurations.

4.10 Enclosures – Stacking Pallets

4.10.1	Stacking pallet enclosures must be available in an 8" height.
4.10.2	Stacking pallet enclosures must be available in 20", 30", 42" and 50" widths.
4.10.3	Stacking pallet enclosures must be available in a 24" depth.
4.10.4	Stacking pallet enclosures must be cable ready to allow the placement of electrical components.
4.10.5	Stacking pallet enclosures must include at least one grommet pass through and at least one monitor support mounting location.

4.11 Materials

4.11.1	Wood parts should be constructed of 42 lb. density particle board with THERMALLY FUSED MELAMINE on both sides.
4.11.2	Steel parts should be manufactured from 14-gauge cold rolled steel for maximum strength and durability.
4.11.3	All monitor and input surfaces should be 42 lb. density, 3/4" thick wood core material, pressure bonded with a high-pressure horizontal grade laminate top and sealing horizontal grade backing sheet of laminate on the underside to prevent deflection.
4.11.4	All storage enclosures, including fixed or mobile pedestals, must have edges finished with 1.5mm thick thermoplastic polypropylene extrusion with self-healing properties for maximum durability.
4.11.5	All input support surfaces must use a 3mm thick thermoplastic polypropylene extrusion edging with self-healing properties for maximum durability.
4.11.6	All input surface edging must have a minimum 3mm radius on front edge so as to comply with ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations 8.3.1.4.
4.11.7	High pressure laminate must meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate and ASTM D523-89, providing a non-glare matte finish.
4.11.8	All monitor and input surfaces must be .0625" thickness horizontal grade laminate on the top surface and on the backing sheet, to prevent deflection.
4.11.9	Thermally fused laminate must meet NEMA LI-1-1998; low pressure laminate is not acceptable.
4.11.10	All textiles must be abrasion resistant to meet ASTM D-3597 MVPTS-198 standard.
4.11.11	All textiles must meet flammability requirements in accordance with ASTM E-84 (Tunnel Test) Class A, or 1, and the State of California Technical Bulletin 117 Sec. E (SC-191-53) standards.
4.11.12	All textiles must be made from 100% recyclable materials.
4.11.13	Powder coat must meet ASTM D3359-09 adhesion standard for durability.
4.11.14	Powder coat must meet PCI #8 Solvent Cure Test for durability.

4.12 Electrical Requirements

4.12.1	Every console will have (2) Power Distribution Units (PDU) that may be specified by the customer as 15A, 20A plug or 20A Locking. Each PDU Unit must provide (13) NEMA 5-15R outlets and a NEMA 5-15P input. PDU unit must include a 15-foot cord. PDU must be UL listed and CSA rated.
4.12.2	The total power draw for an individual console may not exceed 13.3 amps; this includes the console lifting system and all environmental controls.
4.12.3	The console should comply with UL standard 962 ensuring the highest standard of electrical and physical safety.
4.12.4	The console should be rated to comply with FCC Title 47 Part 15 subpart B/ICES-003 for Radiated and Conducted emissions.

4.13 Wire and Cable Management

4.13.1	The console must include two cable access drops with energy chains for vertical cable management from the input support surface to the equipment enclosures so as to comply with UL 962 standards.
4.13.2	The console must include energy chains for horizontal cable management between the moving surface and adjacent fixed surface to preserve optimal and secure operation of cords and cables during the console's active use.
4.13.3	A quick connect user-accessible interface with accommodations for up to 10 configurable ports must be available and must include ports, jacks and cables for: USB-A, RJ45, and 3.5mm stereo audio connection kits; the quick connect interface must also provide cable management for the equipment it serves.
4.13.4	The console infrastructure must support cable management from the user's position to the CPUs inside the console.
4.13.5	The console must have a horizontal cable raceway for unencumbered and easily serviceable runs.
4.13.6	The console must have a horizontal cable raceway that is easily accessible and allows drop-in cable runs to accommodate easy technology updates and service access.
4.13.7	Cables routed within the walls of a furniture panel system will not be acceptable.

4.14 Environmental Control System

4.14.1	The control panel for all environmental settings (task lighting, heating controls, and air distribution) must be integrated with the console body.
4.14.2	The control panel must be easy to clean and sanitize.
4.14.3	The height for the input support surface must be shown on a digital read-out to ensure total replication of console positioning for all employees; the digital readout for the input support surface shall display inches from the floor.
4.14.4	There must be an optional electronic adjustment control located within reach of a wheelchair to meet ADA requirements.
4.14.5	Fans shall be incorporated into the furniture design, providing maximum individualized control within the user's primary work zone.

4.14.6	The console must have user-adjustable fans for circulating filtered air with a minimum of two distinct speeds.
4.14.7	The console must integrate 12VDC LED lighting solutions.
4.14.8	The console must have integrated ambient lighting.
4.14.9	The console must have flexible gooseneck style task lighting to allow proper placement of light over work area.
4.14.10	All integrated lighting on the console shall be mechanically fastened to the console to prevent removal; lights should be removable for maintenance.
4.14.11	System shall provide one ceramic forced air heating source that is rated 400 watts and located under the input support surface. Rated for 400 watts total.
4.14.12	Floor mounted heating solutions will not be acceptable.
4.14.13	The console should operate with 120 VAC, 60Hz.
4.14.14	The console must have a 15 ft. power cord with 3-prong plug.
4.14.15	The console should draw a minimum of 0.3 amperes and a maximum of 13.3 amperes.

4.15 Task Lighting

4.15.1	The console should accommodate a 3-point articulating arm that swivels 120-degrees and provides a 180-degree tilt for additional light control.
4.15.2	The console should accommodate additional task lighting that can be mounted to the input support surface using a grommet mount, or directly to the monitor support rail.
4.15.3	All task lighting on the console must provide approximately 50,000 hours of lamp life.
4.15.4	The task lighting color temperature should not exceed 3,800K.
4.15.5	The task lighting should have a 3-lever dimmer to adjust illumination as needed to reduce eye strain.
4.15.6	Ancillary task lighting must be available in three colors - silver, white, and black.

4.16 Experience and References

4.16.1	The manufacturer of the console furniture being proposed must have a proven record of product longevity and customer service in a 24-hour operating environment for public safety dispatch centers of similar size to this request.
4.16.2	The manufacturer of the console furniture being proposed must have a minimum of 15 years' experience in designing, manufacturing, and servicing ergonomic console furniture will be considered.
4.16.3	The manufacturer of the console furniture being proposed must provide references for similar sized projects that were installed within the last 10 years; include the agency name, location, number of positions, and contact.
4.16.4	The bidder must be the manufacturer of all major components such as work surfaces, console panels, structural support system, and environmental controls

4.17 Space Planning and Console Specifics

4.17.1	Perspective drawings are required with the response submission and must include height, width, and depth dimensions in order to determine compliance with the specifications.
4.17.2	All accessories being proposed should be shown in the drawings.
4.17.3	Customer-provided list of electronics such as monitors, telephones, keyboards, mice, etc. shall be shown, to scale, in the 3-dimensional/perspective drawings.

4.18 Warranty, Service and Maintenance Agreement

4.18.1	The bidder and manufacturer must provide at least three year warranty coverage for all product, delivery, and installation; no costs associated with replacement or repair of any portion of the product or installation will be passed on to the customer during the first three years of warranty.
4.18.2	The bidder and manufacturer must provide Lifetime warranty on all structural components. After three years, labor and installation expenses associated with the product replacement under the warranty will be assessed on a case by case basis. Products not covered for life include: electrical components, monitor arms, and the input platform mechanisms.
4.18.3	The bidder and manufacturer must provide an optional service and maintenance agreement that can be quoted upon request, to mitigate hidden expenses associated with product replacement after the initial three year period. The optional service and maintenance agreement must cover additional required installation and regularly scheduled service that may occur after the three year warranty period expires.

4.19 Lead Time and Installation

4.19.1	The manufacturer must provide lead times and identify date of order and proposed final installation at each location.
4.19.2	The manufacturer must include a shipping estimate for direct, inside delivery to the facility.
4.19.3	The manufacturer must provide a plan for a post-installation walkthrough intended to confirm full compliance to the floor plan, console design, and materials specified.
4.19.4	The manufacturer must provide a detailed plan for training all users and support staff in the proper use of all adjustment controls, ergonomic functions, and technical access.
4.19.5	The manufacturer must provide user manuals.

4.20 Product Certifications

4.20.1	ANSI/BIFMA X5.5-2008, Desk Products.
4.20.2	ANSI/BIFMA Furniture Emissions Standard M7.1 and e-3-2014e.
4.20.3	UL 962
4.20.4	CSA C22.2#68

4.20.5	FCC e-CFR Title 47: Telecommunication, Part 15 – Radio Frequency Devices, Subpart B: Unintentional Radiators.
4.20.6	ICES-003: Information Technology Equipment
4.20.7	SCS Global Services Indoor Air Advantage Gold SCS-EC10.3-2014 v3.0

4.21 Removal of Existing Console Furniture and Clean-up

4.21.1	Existing console furniture will be removed from the each of the four PSAP facilities to a predetermined local site.
4.21.2	Only the manufacturer’s factory installers or their trained and authorized designees experienced with the working environment of a public safety dispatch center shall disassemble and remove existing console furniture.
4.21.3	During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the four BRETSA Agencies.

4.22 Exceptions to Specifications and/or Comments

4.22.1	A Scope of Deviations statement is to be provided with the proposal and must reference the specification number along with a detailed explanation of the bidder’s lack of compliance, partial compliance, or alternative method used.
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4.23 Reference Material

Please supply complete manufacturers product literature for all products recommended.

5.0 PRICING**PRICING FOR ALL FURNITURE AND INSTALLATION SERVICES**

Boulder County Sheriff		Each Price	Total Price
Furniture	10 Dispatch Consoles		
Installation			
Freight/shipping			
Removal of Existing Console Furniture			
Other costs			
City of Boulder			
Furniture	10 Dispatch Consoles		
Installation			
Freight/shipping			
Removal of Existing Console Furniture			
Other costs			
City of Longmont			
Furniture	10 Dispatch Consoles		
Installation			
Freight/shipping			
Removal of Existing Console Furniture			
Other costs			
University of Colorado			
Furniture	4 Dispatch Consoles		
Installation			
Freight/shipping			
Removal of Existing Console Furniture			
Other costs			
Grand Total	34 Dispatch Consoles		

ALTERNATIVE FURNITURE CONFIGURATIONS

If you offer any other optional furniture equipment or systems which you believe would be of benefit to BRETSA within the 911 dispatch center(s), please provide written descriptions and/or color brochures of these options, along with the installed cost.

SPARE PARTS

Please provide a list of spare parts with associated cost which the agencies may consider procuring as future replacement and as growth may dictate.

6.0 STANDARD TERMS & CONDITIONS

This section of the RFQQ contains the contractual clauses that are typically defined as STANDARD TERMS AND CONDITIONS (T's & C's).

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposals.
3. ONLY THE MOST RESPONSIVE AND RESPONSIBLE BIDDERS, WILL PARTICIPATE IN THE RFP PROCESS.
4. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the BRETSA, price and other factors considered.
5. The BRETSA reserves the right to reject any or all proposals and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of BRETSA to do so.
6. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
7. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
8. Late or unsigned proposals will not be accepted or considered. It is the responsibility of bidders to insure that the proposal arrives at the Boulder County Information Desk or appropriate email box prior to the time indicated in the "Request for Qualifications" and "Request for Proposals."
9. The proposed price shall be exclusive of any Federal or State taxes from which BRETSA is exempt by law.
10. Any interpretation, correction or change of the RFQQ documents will be made by Addendum. Interpretations, corrections and changes of the RFQQ documents made in any other manner will not be binding, and bidder shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
11. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

BRETSA Retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any

information contained therein, pursuant to an open records request.

12. BRETSA promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
13. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

7.0 CONTRACT NEGOTIATIONS

The final phase of the RFQQ will be via an RFP process. The RFP process will be the final cost and pricing evaluation process that may be concluded with contract negotiations. The selected Bidder(s) must negotiate in good faith.

It is entirely within the discretion of BRETSA whether to permit negotiations. A Bidder must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. BRETSA is free to limit negotiations to particular aspects of any Proposal, to limit the Bidders with whom BRETSA wants to negotiate, and to dispense with negotiations entirely.

Negotiations may be conducted with any Bidder who submits a competitive Proposal, but the committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Bidder's Proposal and /or contract, as appropriate. Any Bidder whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP that directly influences such competitive state, and will be given the opportunity to negotiate revisions to its Proposal based on an amendment to RFQQ.

However, should the evaluation process result in a top-ranked Proposal, BRETSA may limit negotiations to only that Bidder and not hold negotiations with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, BRETSA may then proceed to offer (in order) the opportunity to enter negotiations with remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Lower-ranking Bidders do not have a right to participate in negotiations conducted in such a manner.

BRETSA may also elect to enter discussion/negotiations with all Bidders who have potential to be awarded the contract in a competitive range simultaneously and with a common date and time established for "Best And Final Offers" (BAFO).

If BRETSA decides to negotiate with all the remaining Bidders, or decides that negotiations with the top-ranked Bidder are not satisfactory and negotiates with one or more of the lower-

ranking Bidders, BRETSA will then determine if an adjustment in the ranking of the remaining Bidders is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Bidders, as adjusted.

Auction techniques that reveal one Bidder's price to another or disclose any other material information derived from competing Proposals are prohibited. The Bidder as described below will reduce any oral modification of a Proposal to writing.

Following negotiations, BRETSA may set a date and time for the submission of best and final Proposals by the remaining Bidder(s) with which BRETSA conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, BRETSA need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once; unless BRETSA makes a written determination that it is in the best interest of BRETSA to conduct additional negotiations. In such cases, BRETSA may require another submission of best and final Proposals. Otherwise, discussion of, or changes in, the best and final Proposals will not be allowed. If a Bidder does not submit a best and final Proposal, the Bidder's previous Proposal will be considered the Bidder's best and final Proposal.

8.0 BRETSA CONTRACT

Attached under separate cover is the BRETSA Agreement, which will be executed by the Prime Contractor, awarded through the scoring and negotiation process. Bidders are allowed to submit revisions or questions regarding the BRETSA contract during this RFQQ proposal process. Bidders are expected review and raise any exceptions, or additions they have to the contract in their proposal submission. The proposed contract revisions will be taken under consideration during negotiations with the Bidder. Taking no exceptions or additions will retain the contract in whole during contract negotiations.

9.0 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. County Procurement Agent must receive the request for a debriefing conference within three (3) business days after the Unsuccessful Bidder Notifications are e-mailed or notified via Rocky Mountain Web Portal.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of Bidder's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Subject to Coronavirus response measures, debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

10.0 PROTEST PROCEDURE

This procedure is available to Bidders who submitted a response to this solicitation document and

who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed three (3) business days to file a protest of the acquisition with the County's Purchasing Agent.

Bidders protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested County Procurement Agent Project Manager must be provided.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or BRETSA policy.

Upon receipt of a protest, a protest review will be held by BRETSA. All available facts will be considered, and a decision will be issued by BRETSA or the County Procurement Agent or his delegate within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the County Procurement Agent.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold BRETSA's action; or
- Find only technical or harmless errors in BRETSA's acquisition process and determine BRETSA to be in substantial compliance and reject the proposal; or
- Find merit in the protest and provide BRETSA options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If BRETSA determines that the protest is without merit, BRETSA will enter into a contract with the successful Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

BRETSA RFQQ #7183-20

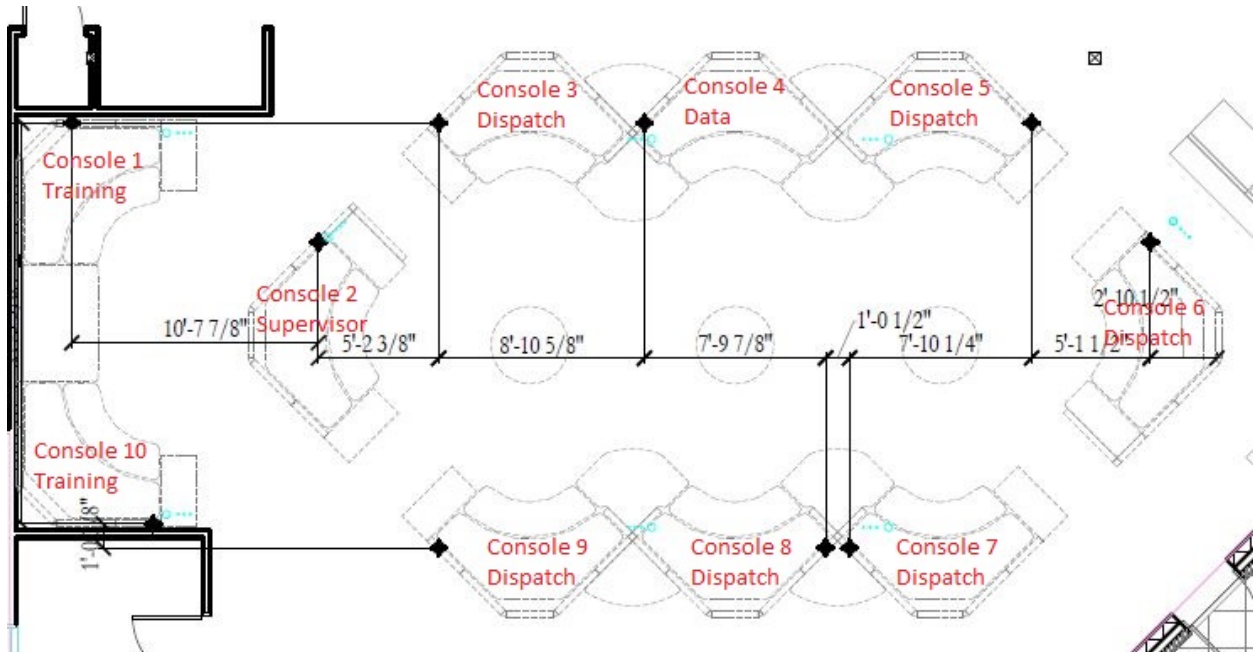
Exhibit A

Existing Console Equipment Configuration

1. Boulder County Communications - Current Environment

A) Current configuration of the dispatch floor:

- 10 dispatch consoles in a room that is approximately 55' X 31'
- Concrete floor
- Data Center directly below the dispatch floor
 - Connectivity to Data Center via 8 core penetrations with chases
- PLEASE NOTE: "Console 2, Supervisor" in the layout below has been rotated 180 degrees to afford a supervisory view of the dispatch floor



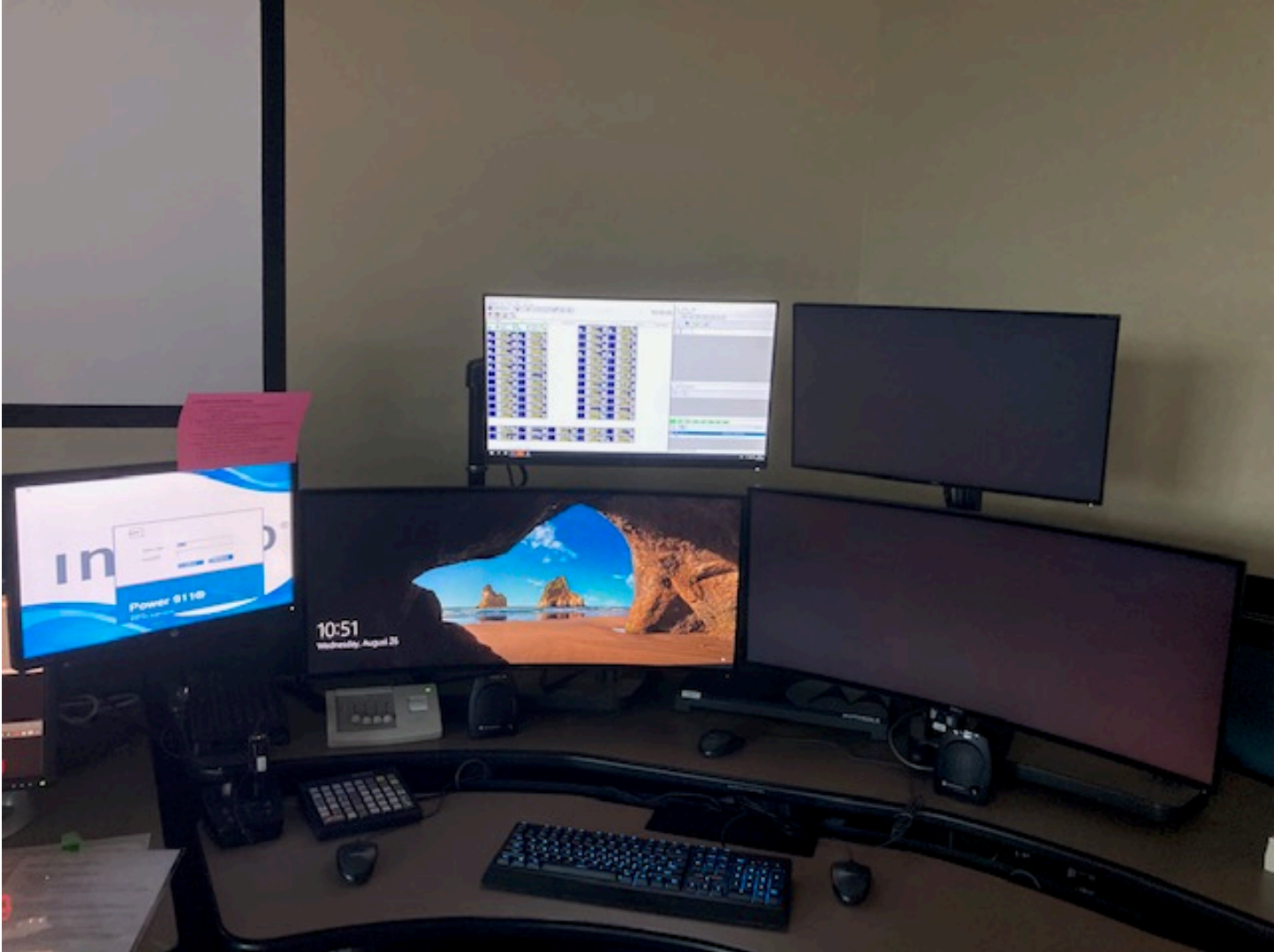
B) Vendor or Manufacturer:

- Xybix
 - ErgoPower X4+
 - Personal Climate Controls
 - LED task light
 - Dual surface Console
 - Adjusts from 23"-50"
 - Stacked flat panel monitor mounting system
 - 2 CPU cabinet
 - Fixed drawer pedestals

C) Current systems that would need to be moved to the new furniture:

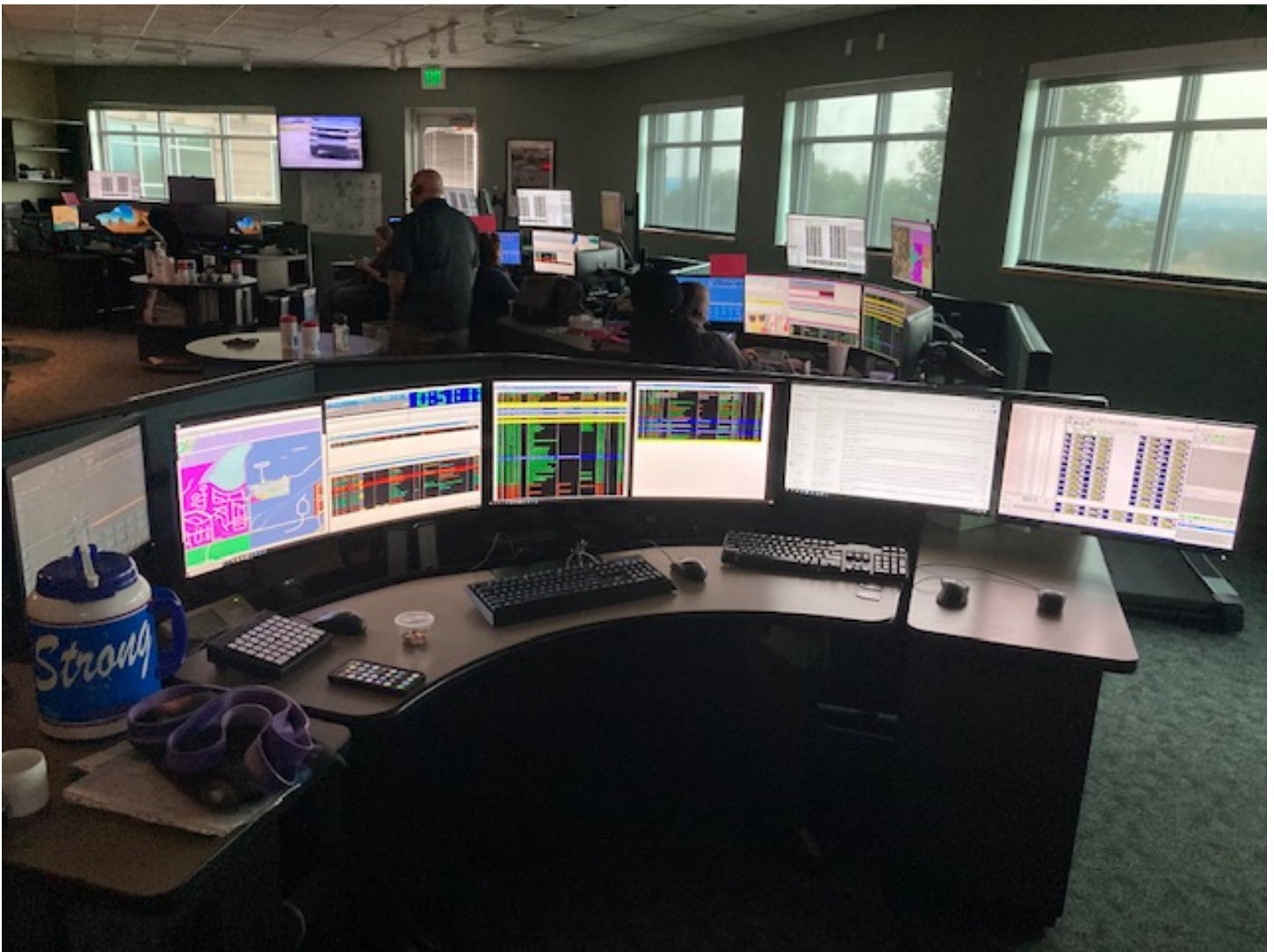
- There are 4 configurations that support the dispatch center:

- **Consoles 1 & 10, "Training"**



- 5 monitors in a stacked configuration
 - Lower level
 - 2 34" curved (CAD)
 - 1 23" flat (Phones)
 - Upper Level
 - 2 23" flat panel (Radio, CAD map)
- 3 keyboards and mice
- Genovation Keypad
- 3 sets of speakers
- 1 solid state computer mounted under console surface (A9C)
 - Intrado Phones
- 1 standard sized PC in CPU cabinet
 - Motorola Radio Console
- Motorola MCC7500 IP dispatch console

- **Console 2, "Supervisor"**

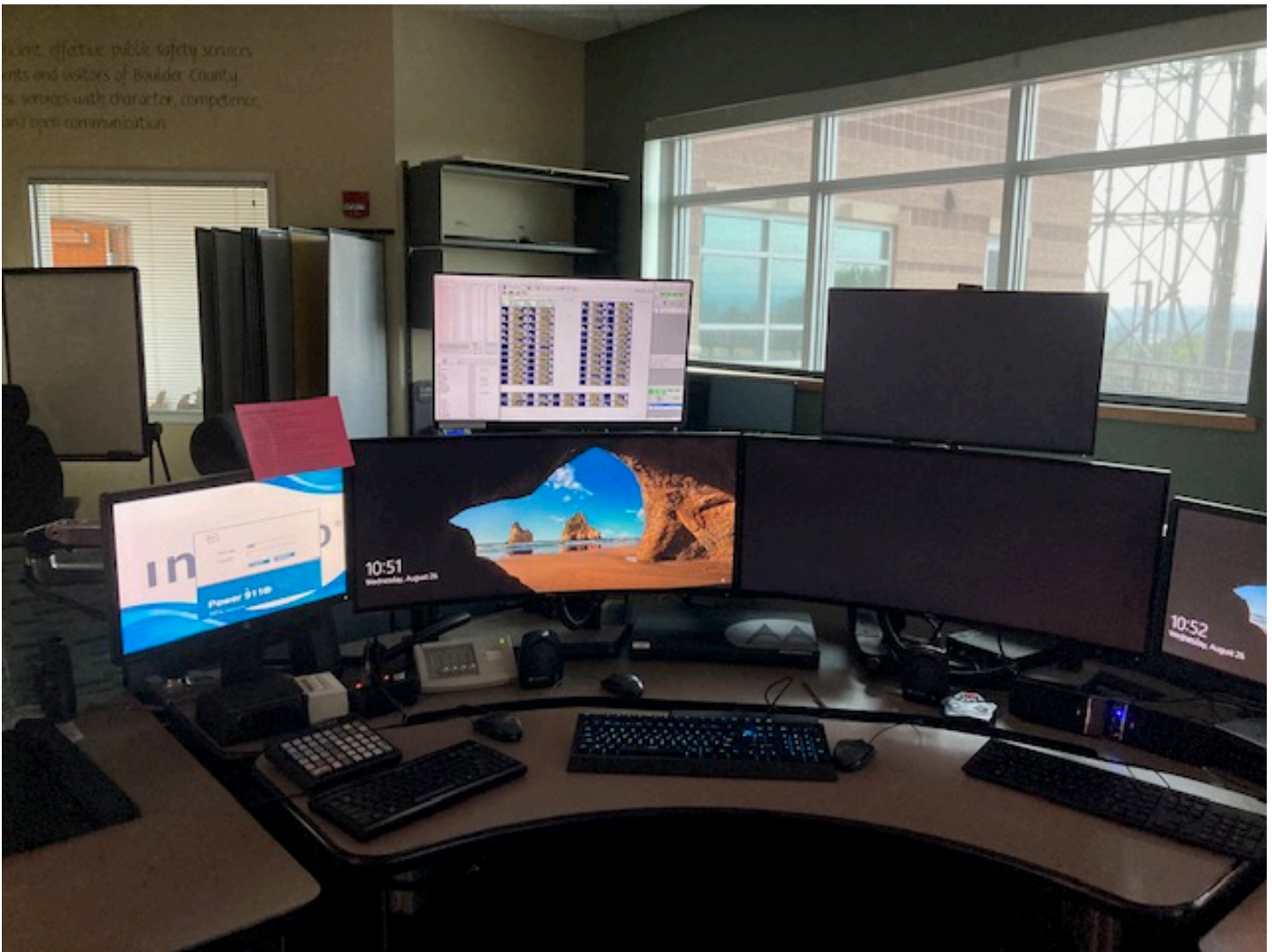


- 5 monitors in a single level configuration
 - 2 34" curved (CAD)
 - 3 23" flat (Phones, Radio, County LAN)
- 4 keyboards and mice
- Genovation Keypad
- 3 sets of speakers
- 1 solid state computer mounted under console surface (A9C)
 - Intrado Phones
- 1 Ultra Small form factor solid state PC
 - County LAN
- 1 standard sized PC in CPU cabinet
 - Motorola Radio Console
- 1 Motorola MCC7500 IP dispatch console

▪ **Console 4, "Data"**



- 7 monitors in a stacked configuration
 - Lower level
 - 2 34" curved (CAD)
 - 3 23" flat (Phones, County LAN X 2)
 - Upper Level
 - 2 23" flat panel (CAD map, Radio)
- 4 keyboards and mice
- Genovation Keypad
- 3 sets of speakers
- 1 solid state computer mounted under console surface (A9C)
 - Intrado Phones
- 1 Ultra Small form factor solid state PC
 - County LAN
- 1 standard sized PC in CPU cabinet
 - Motorola Radio Console
- Motorola MCC7500 IP dispatch console
 - **Consoles 3, 5, 6, 7, 8, 9, "Dispatch"**



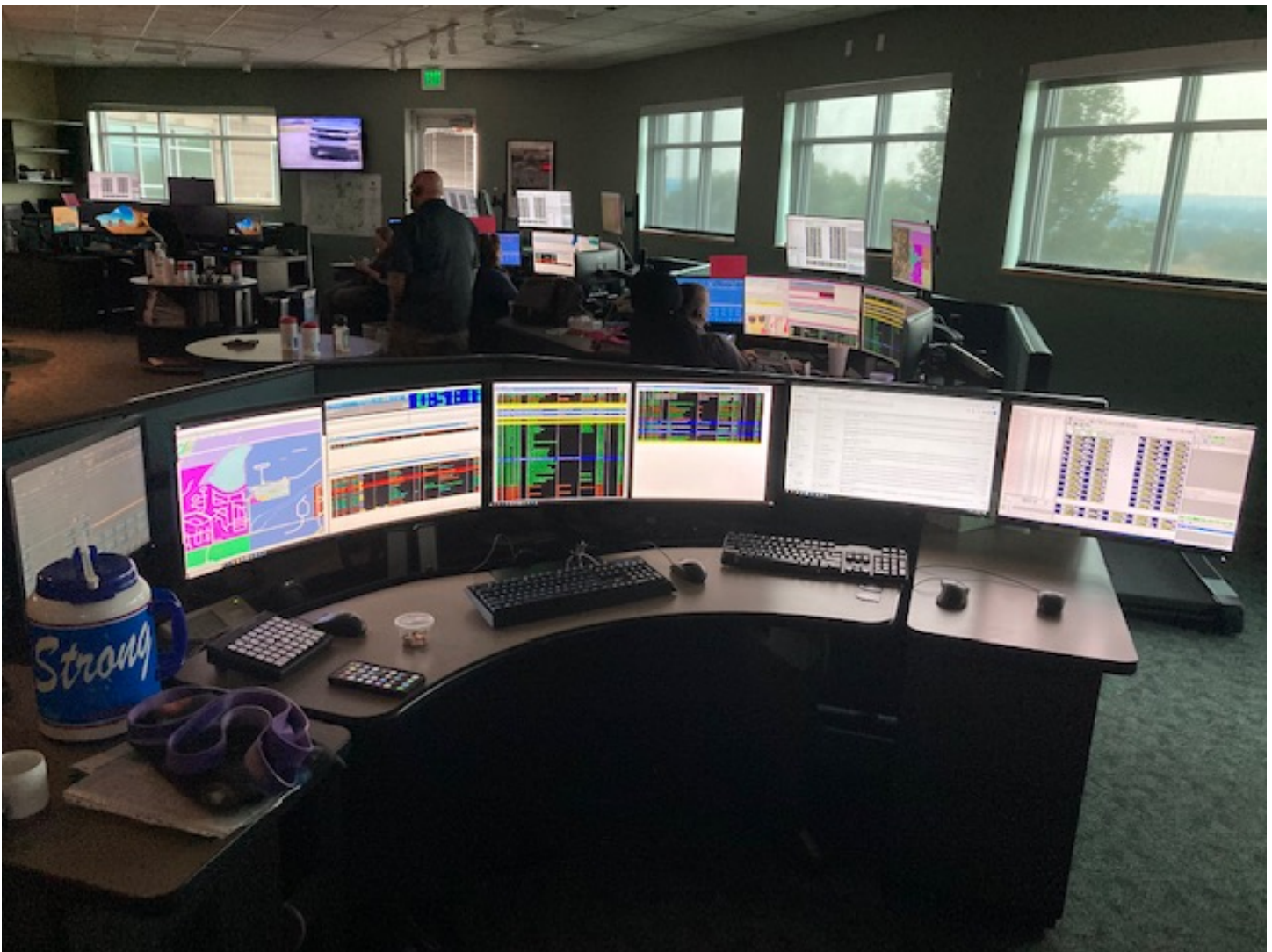
- 6 monitors in a stacked configuration
 - Lower level
 - 2 34" curved (CAD)
 - 2 23" flat (Phones, County LAN)
 - Upper Level
 - 2 23" flat panel (CAD map, Radio)
- 4 keyboards and mice
- Genovation Keypad
- 3 sets of speakers
- 1 solid state computer mounted under console surface (A9C)
 - Intrado Phones
- 1 Ultra Small form factor solid state PC
 - County LAN
- 1 standard sized PC in CPU cabinet
 - Motorola Radio Console
- Motorola MCC7500 IP dispatch console

D) Unique circumstances that the vendors should be aware of:

- The main PC used to run the Computer Aided Dispatch Program is not housed on the same floor as the dispatch floor. To minimize heat and noise concerns for the dispatch team, these computers are housed in dedicated cabinets in the data center directly below the dispatch floor. Connection to the monitors is via a 50' HDMI cable with no signal booster, and a CAT5→USB extender for mouse and keyboard
- → **PLEASE NOTE:** while this is the current setup, we need to accommodate for housing the PC's on the dispatch consoles in the event we decide to move the computers back upstairs
- Boulder County Communications would consider alternative floor plans, as well as adding additional consoles

E) Configuration for the supervisor position:

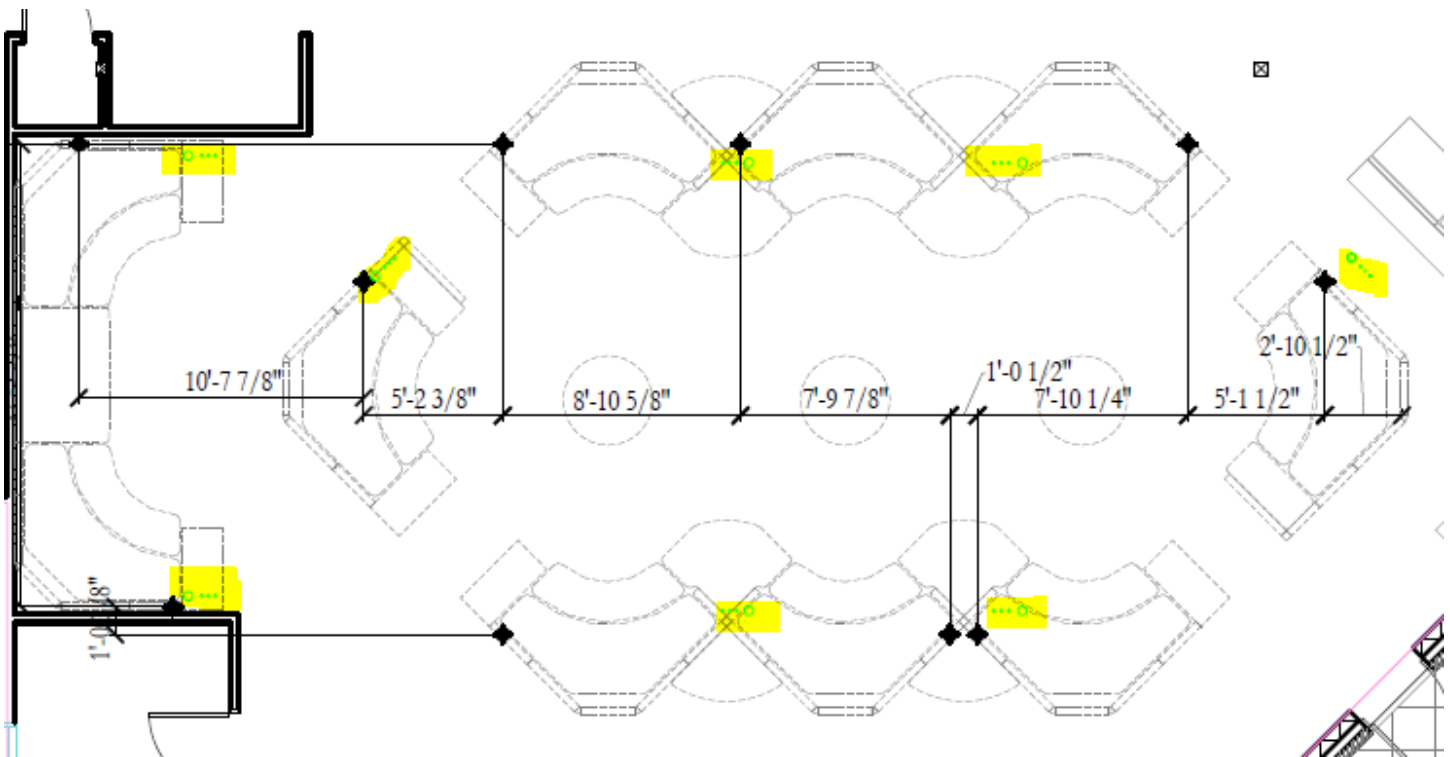
- Console 2, "Supervisor"



- 5 monitors in a single level configuration
 - 2 34" curved (CAD)
 - 3 23" flat (Phones, Radio, County LAN)

- 4 keyboards and mice
- Genovation Keypad
- 3 sets of speakers
- 1 solid state computer mounted under console surface (A9C)
 - Intrado Phones
- 1 Ultra Small form factor solid state PC
 - County LAN
- 1 standard sized PC in CPU cabinet
 - Motorola Radio Console
- 1 Motorola MCC7500 IP dispatch console

2. Boulder County Communications - Current Power Access



- Two discrete circuits (A&B) provide conditioned power to each console via 8 core penetrations from below
- These discrete circuits are backed up by a UPS and a battery array to provide a clean transition from line power to generator power, as needed
- For non-critical power requirements, a third power supply is provided at each console. This third power supply is not backed up
- All circuits terminate in the consoles via an EMT conduit to the UPS array in the data center below, through the core penetrations, into a 5" base raceway, and terminate into 2X4 J-boxes with duplex outlets, which are mounted to the steel frame of the console with J channel

3. Boulder County Communications - Current Computer/Workstation Video Access

- For computers that are housed on the dispatch floor in the consoles (all except the Computer Aided Dispatch computers):
 - Video connections are VGA, HDMI, and DisplayPort/Mini DisplayPort
 - Monitor connections are made via multiple flexible cable management channels that maintain a safe cable bend radius during height adjustments
 - Distance varies from 3'-6'
 - No signal boosters or extensions used
- For the Computer Aided Dispatch Computers housed down in the Data Center:
 - Video connections are HDMI
 - Monitor connections are made through a core penetration and then via multiple flexible cable management channels that maintain a safe cable bend radius during height adjustments
 - Distance is 50'
 - No signal boosters or extensions used; just one 50' HDMI cable

4. Future plans or changes that would affect video:

- Although the Computer Aided Dispatch computers are currently housed in dedicated cabinets in the data center, accommodation must be made for those computers to be moved to the individual dispatch consoles on the dispatch floor in the event we decide to move the computers back upstairs

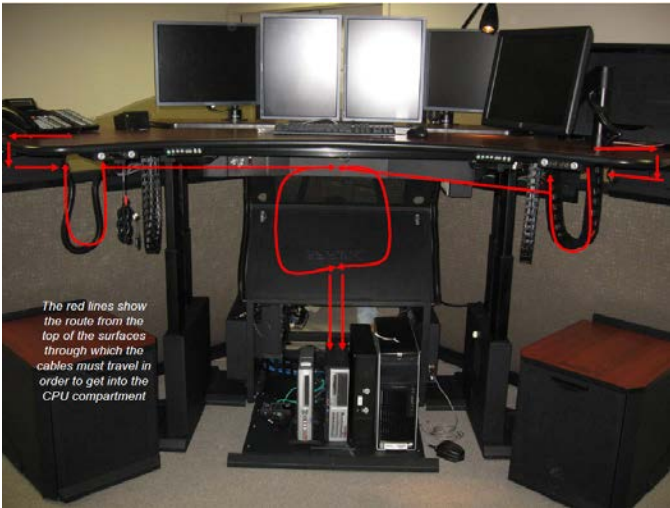
City of Boulder

1. City of Boulder - Current Environment

- B) We are currently using Bramic, Marathon series, furniture consoles
- C) We have nine console positions in our communications center (fig1). Note, the console in the lower right hand corner, adjacent to the reception area has been removed.
- D) Every console, with the exception of the 'fire dispatch' position are functionally identical, including the 'supervisor' console. The fire dispatch position does have some additional PCs and station alerting equipment that is unique to it.
- E) The entire dispatch center, data room, bldg. phones room, and comm phones rooms are on a raised floor, and connectivity to both the data room and the comm phones rooms are via cableways under the raised floor, and access holes in the raised floor (see section 2 for additional details)
- F) Covering the raised floor panels are ESD conductive carpet panels, which are electrically bonded to the raised floor which is connected to the grounding system (r56 std)
- G) Each dispatch/console position houses the following systems:
 - o Computer Aided Dispatch PC
 - Two 34" curved monitors & two 24" monitors on a bi-level monitor stand
 - o City of Boulder PC
 - Two 24" monitors on a bi-level monitor stand
 - o Telephone System PC
 - One 20" monitor on a single monitor arm
 - o Radio System PC
 - One 20" monitor on the top row of the main monitor stand



- Connectivity between PC's and their monitors has traditionally been handled via the PC compartment at the bottom center of the console, and various cable chains leading to the different console surfaces.



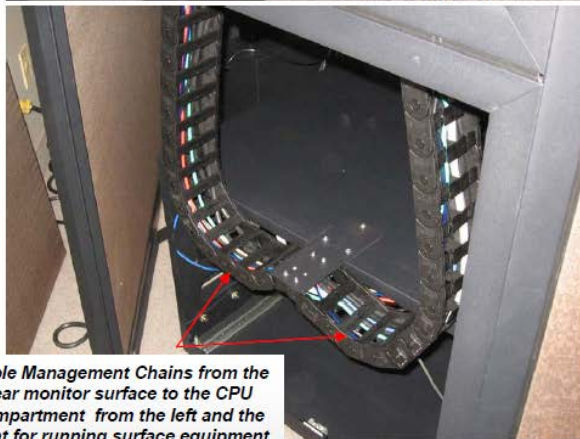
The red lines show the route from the top of the surfaces through which the cables must travel in order to get into the CPU compartment



Cable Management Chain from the keyboard surface to the rear monitor surface



Cable Management Chain from the keyboard surface to the rear monitor surface



Cable Management Chains from the rear monitor surface to the CPU compartment from the left and the right for running surface equipment cables and power bar cables

- In recent implementations, we have moved to ultra-small form factor PCs which are mounted directly behind the monitors. This necessitates only a single power cable and a single network cable be run through the console cable chains. Any monitor cabling and/or splitting of power is done locally right at the PC with very short cables. This eliminates much of the bulk of cabling in the cable chains, creates an easy install, and reduces heat in the PC compartment. Additionally, this method of install keeps video cabling length to a minimum and preserves video quality.

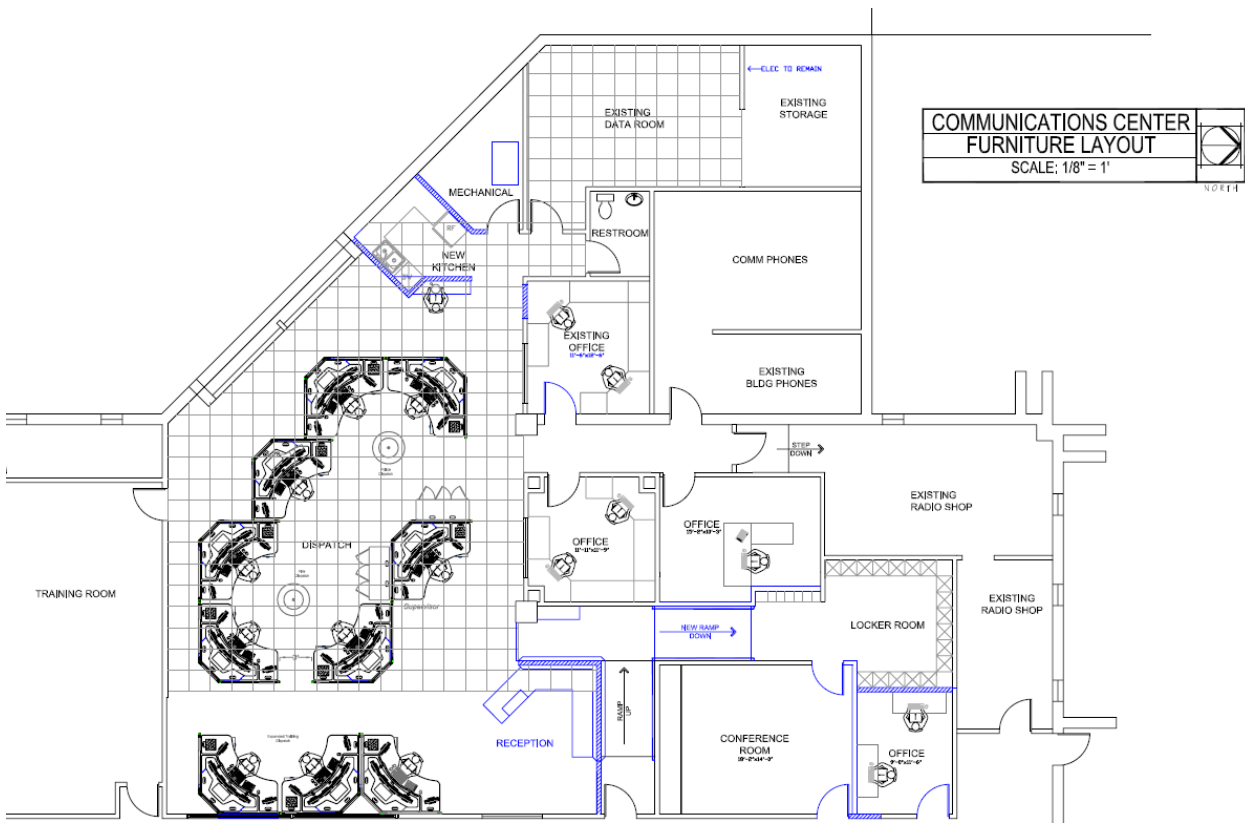


fig 1

2. City of Boulder - Current Power Access

- We have three, separate, 20 amp circuits at each console position. Two of the three circuits are backed up by both generator and UPS, and the third circuit is backed up by generator only. The generator only circuits are used for non-critical systems, like comfort systems, table height adjustments, lighting, etc... Whereas the UPS/Generator circuits are used for critical equipment like PC's, telephone equipment, monitors, etc...
- Each '3 circuit' run terminates in a junction box under the raised floor near each console. From there, final connection to the console is made, currently, with a power distribution 'whip' that connects the console through an access hole in the raised floor. You can see the location of the access holes in figure2 below, identified by the light blue rectangles. The access holes are cutouts in the raised floor panels, and as such the placement of these access holes can be moved if needed.

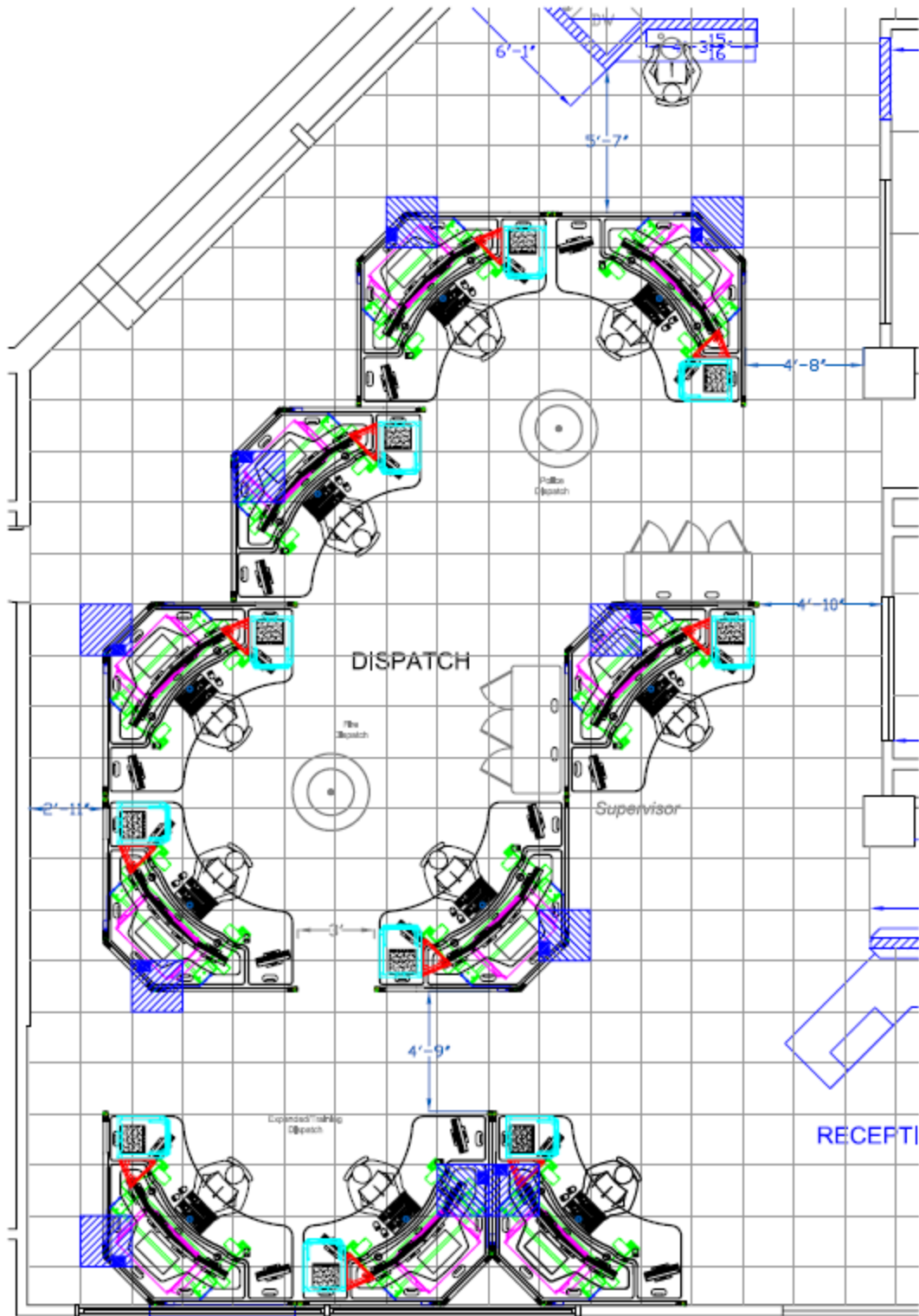


Fig 2

3. City of Boulder - Current Computer/Workstation Video Access

- See above for description of the systems and cabling for each console.
- We seldom need any signal booting systems
- Most of our video cabling is via DisplayPort, but is dictated by the PC
- For the future, we would prefer to keep cable lengths as short as possible by utilizing ultra small form factor PCs and the mounting technique described above.

□ City of Longmont

1. Current Environment ****City of Longmont****

- A) We are currently using Bramic, Marathon series, furniture consoles
- B) We have eight console positions in our communications.
- C) Every console is functionally identical. The fire dispatch position does have an additional PC and station alerting equipment that is unique to it.
- D) The entire dispatch center, data room, bldg. phones room, and comm phones rooms are on a raised floor, and connectivity to both the data room and the comm phones rooms are via cableways under the raised floor, and access holes in the raised floor.
- E) Each dispatch/console position houses the following systems (from left to right Fig. A):
 - Radio System PC
 - 19" Dell monitor on a monitor arm
 - Display Port at the computer, converted to VGA at the monitor. We are looking into replacing the monitors, your solution should provide for both VGA and Display Port to the monitor
 - Speaker bar
 - Motorola VPM slim interface box
 - Two Motorola speakers
 - Human Interface Equipment
 - Keyboard typically stored with the computer
 - Four button track ball (USB)
 - Computer Aided Dispatch PC
 - U2415 Dell Monitor in Portrait mode
 - Display Port
 - P4317Q Dell Monitor
 - Display Port
 - Human Interface Equipment
 - Keyboard
 - Mouse
 - City of Longmont PC
 - P2419H Dell Monitor
 - Display Port
 - Speaker bar
 - Human Interface Equipment
 - Keyboard
 - Mouse
 - Telephone System PC
 - 20" HP monitor on a monitor arm
 - VGA
 - Speaker bar
 - Human Interface Equipment
 - Keyboard
 - Mouse
 - Genovation Mini-Keypad, USB and located in Fig. A between the keyboard for CAD and City of Longmont.
 - *The fire dispatch position does have the following additional equipment*
 - P2416D Dell Monitor on a monitor arm

- Display Port video cable
- There is another display cable that runs from the computer, under the floor and connects to two TV's in the room
- Human Interface Equipment
 - Keyboard and Mouse usually stored with the computer
 - Small touch pad interface aprx. 4" wide x 18" long x 2" tall (Fig. B). Has a network cable that runs under the floor all the way to the equipment room.

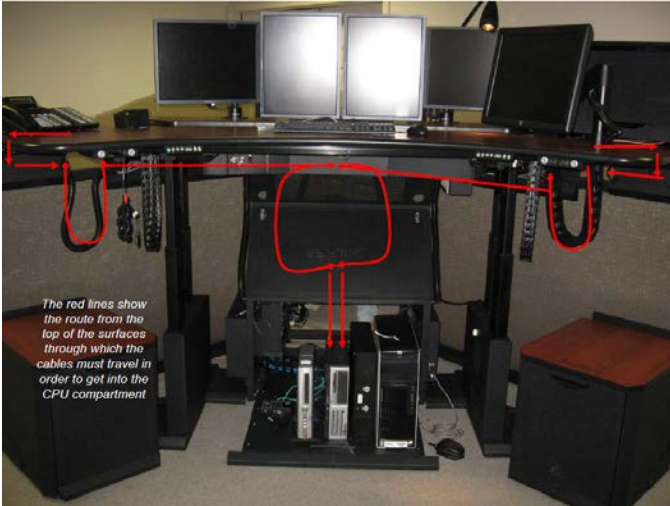


Figure A

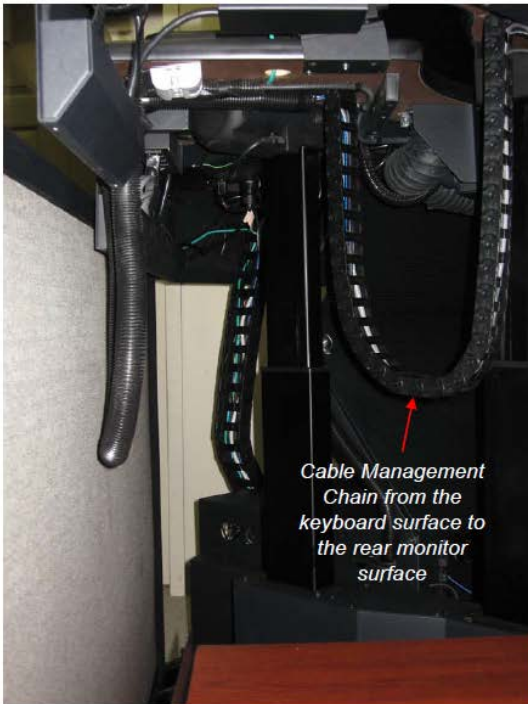


Figure B

*****Connectivity between PC's and their monitors has traditionally been handled via the PC compartment at the bottom center of the console, and various cable chains leading to the different console surfaces.*****



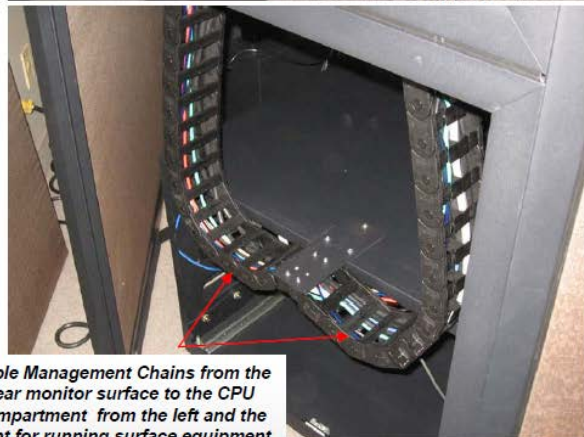
The red lines show the route from the top of the surfaces through which the cables must travel in order to get into the CPU compartment



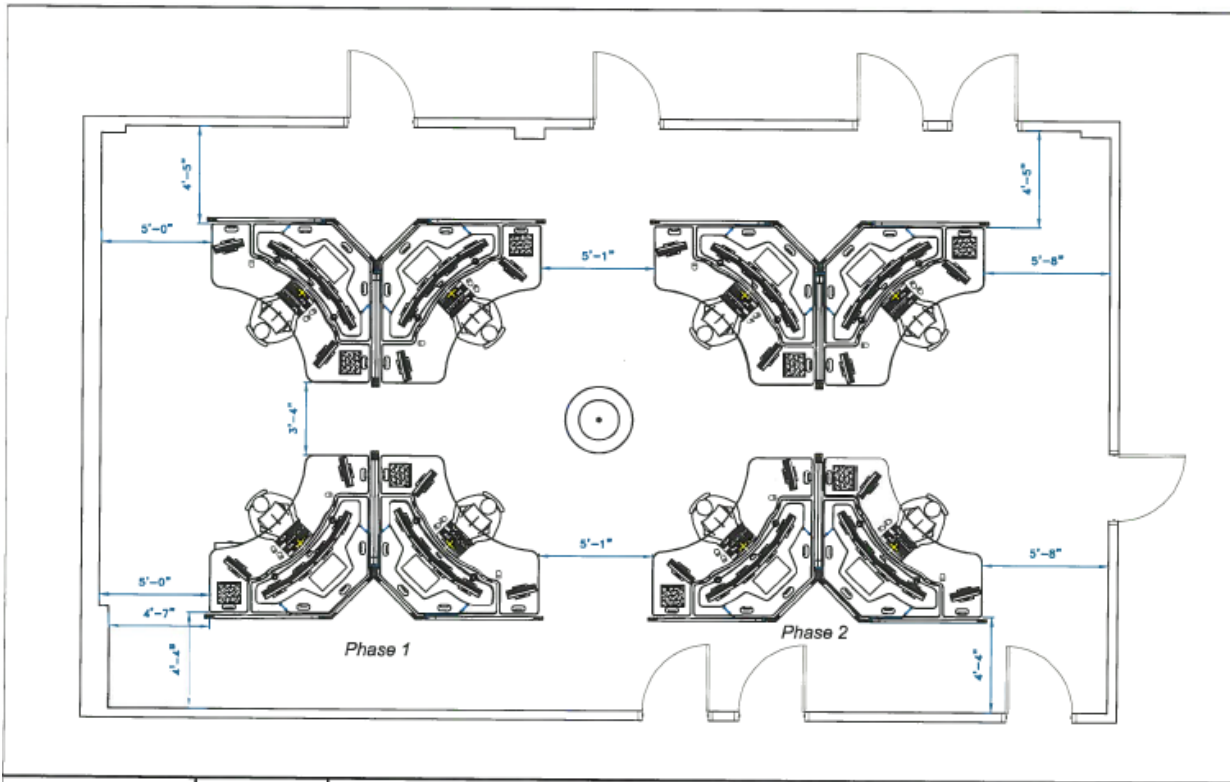
Cable Management Chain from the keyboard surface to the rear monitor surface



Cable Management Chain from the keyboard surface to the rear monitor surface



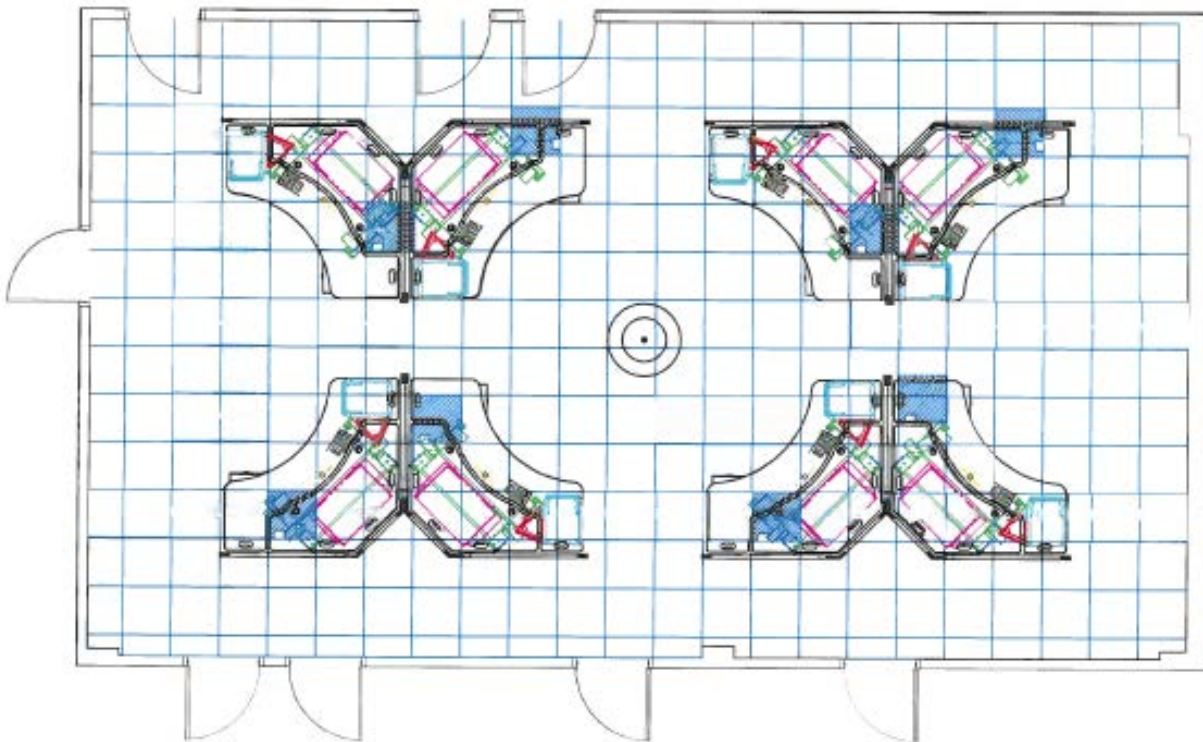
Cable Management Chains from the rear monitor surface to the CPU compartment from the left and the right for running surface equipment cables and power bar cables



Longmont Console/Floor Layout

2. Current Power Access

- We have three, separate, 20 amp circuits at each console position. Two of the three circuits are backed up by both generator and UPS, and the third circuit is backed up by generator only. The generator only circuits are used for non-critical systems, like comfort systems, table height adjustments, lighting, etc... Whereas the UPS/Generator circuits are used for critical equipment like PC's, telephone equipment, monitors, etc...
- Each '3 circuit' run terminates in a junction box under the raised floor near each console. From there, final connection to the console is made, currently, with a power distribution 'whip' that connects the console through an access hole in the raised floor. You can see the location of the access holes in figure2 below, identified by the light blue rectangles. The access holes are cutouts in the raised floor panels, and as such the placement of these access holes can be moved if needed.

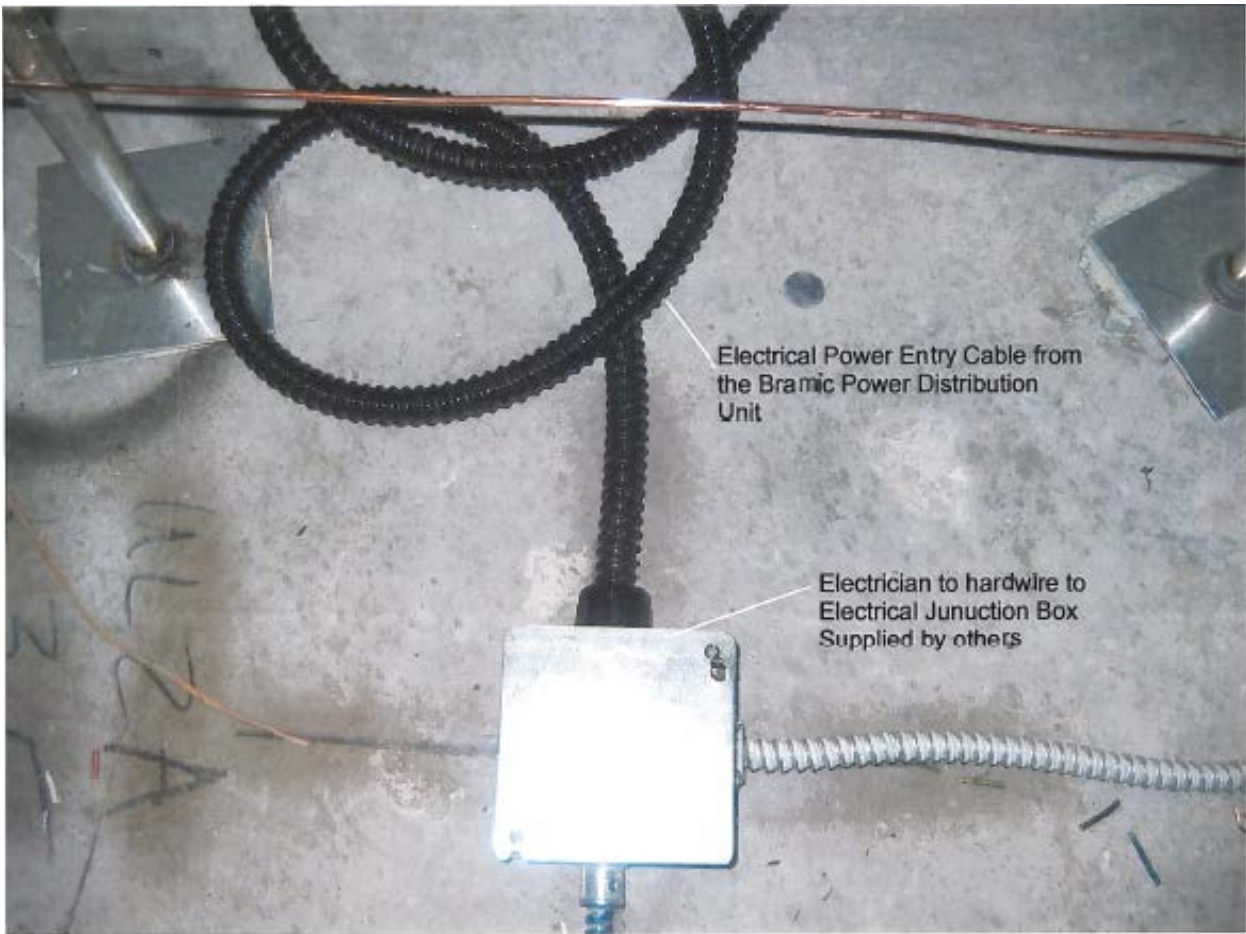


3. Current Computer/Workstation Video Access

- See above for description of the systems and cabling for each system.
 - o Radio
 - Display Port at the computer, changes to VGA for the monitor. We are looking into replacing these monitors. Your solution should be able to provide both DP at the monitor and VGA.
 - o CAD
 - Both monitors Display Port
 - o City of Longmont PC
 - Display Port
 - o Phone
 - VGA



Notched Tile
showing Power Distribution
Cable Through the tile



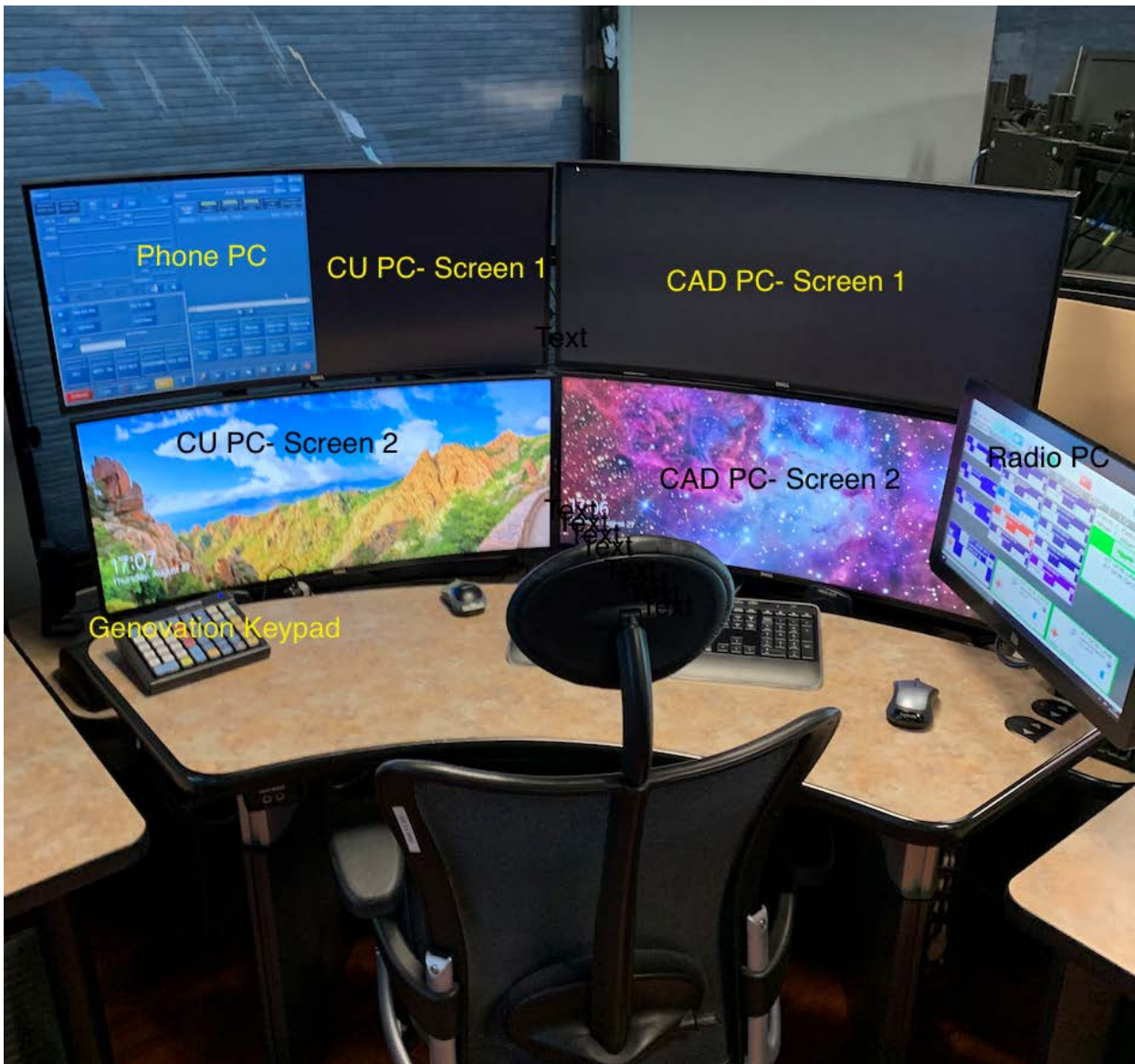
Electrical Power Entry Cable from the Bramic Power Distribution Unit

Electrician to hardwire to Electrical Junction Box Supplied by others

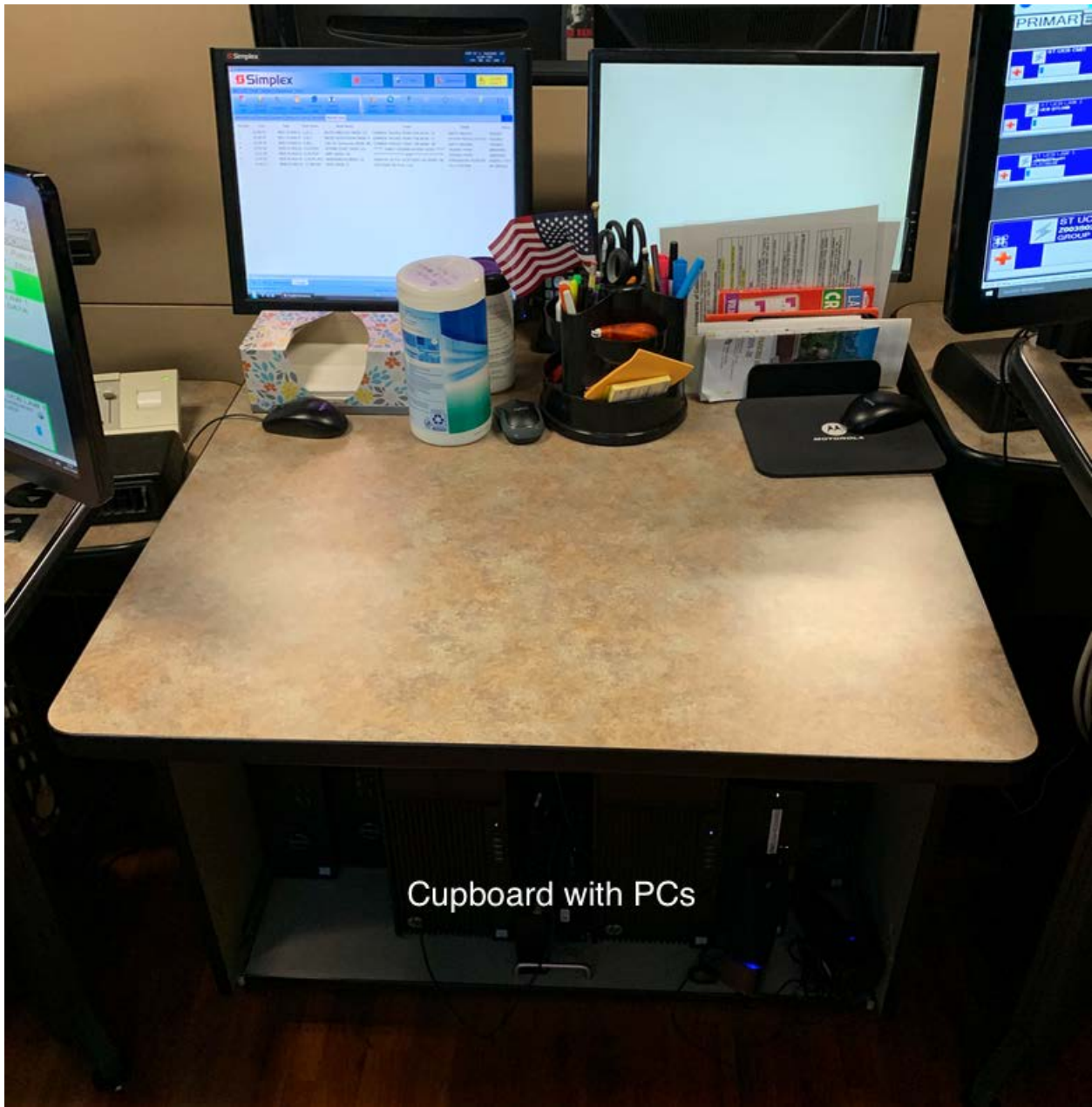
University of Colorado, Boulder

4. Current UCPD Environment

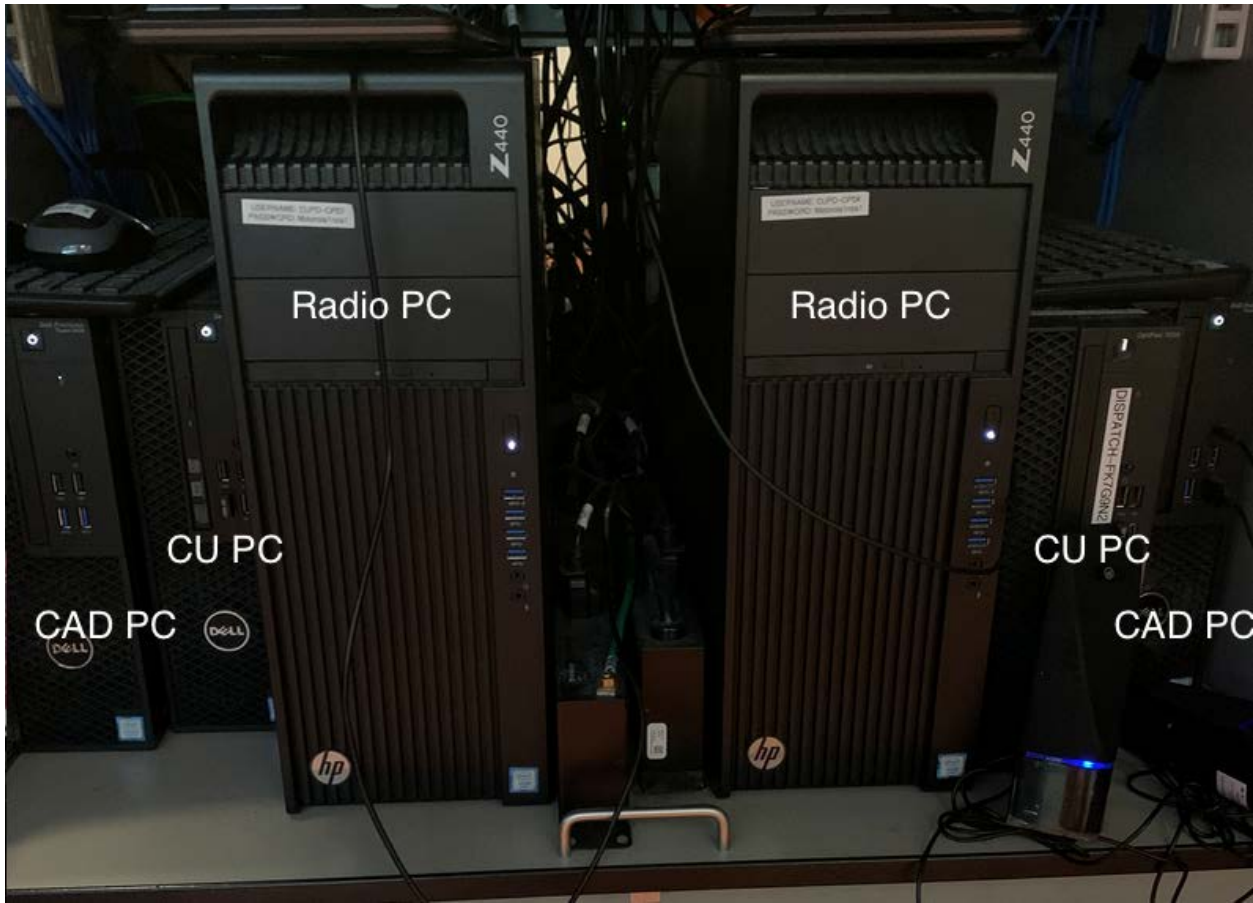
- A) We are currently using Xybix furniture consoles
- B) We have five console positions in our communications center (Figure 1), four regular positions and one supervisor position, which is on the left hand side of the Figure 1.
- C) Every console is functionally identical, including the 'supervisor' console.
- D) The dispatch floor is connected to a server "back room" and cables run between the two under a raised floor.
- E) All equipment is grounded to R56 standard.
- F) Each dispatch/console position houses the following systems:
 - Computer Aided Dispatch PC
 - Two 34" curved monitors on a monitor superstructure
 - University of Colorado (CU) PC
 - Two 34" monitors on the same superstructure
 - Telephone System PC
 - Plugged into one of the 34" monitors and shares screen space with the CU PC
 - Radio System PC
 - One 22" touch screen monitor



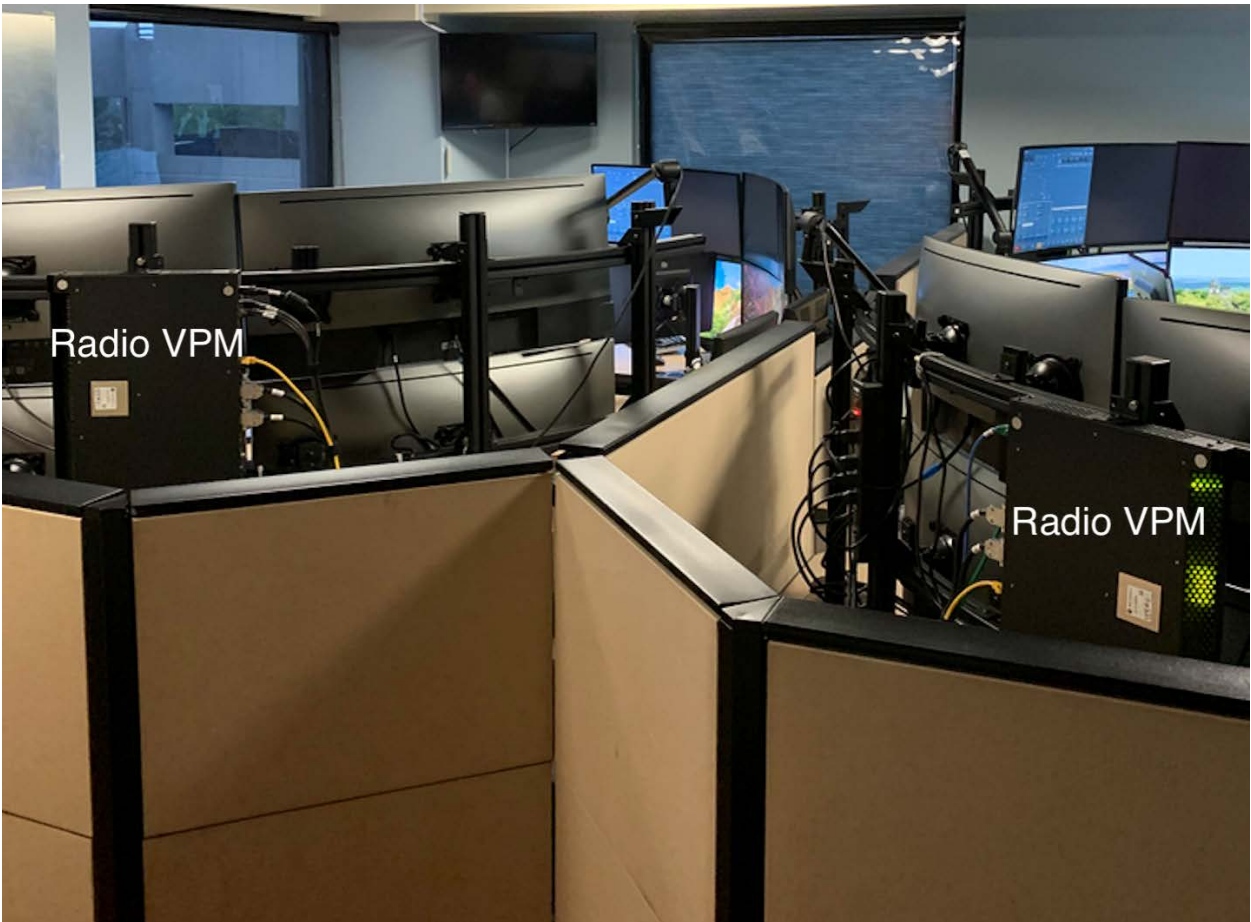
- The university (CU) PC, the CAD PC and the radio PC are all in cupboards between the workstations. The Phone PCs are AC9 units bolted under the desktop.
- The cupboard with the PCs is between two workstations, as below. There are two cupboards for the four console positions. The top of the cupboard is a small shared workspace countertop.



Cupboard with PCs



- Also, the radio Voice Processing Module (VPM) is bolted to the monitor super structure, as below.



For orientation, the above photo was taken from the Kitchenette area in the below drawing.

6. Current Computer/Workstation Video Access

- Video for the workstations runs from the PCs in the cupboard up to the monitors via Display Port cables.
- Since the desks with the video superstructure can raise and lower, cables are fed through a track cable system, similar to the below photo.



- The distance from the PCs in the cupboard to the monitors is approximately 25 feet. We do not use any boosters or signal extensions.
- We may eventually go to a micro PC configuration and bolt the PC on the back of a monitor to eliminate the many cables we have going from the PCs to the monitors.

**BOULDER REGIONAL EMERGENCY TELEPHONE
SERVICE AUTHORITY (BRETSA)**

AGREEMENT

**PUBLIC SAFETY ANSWERING POINT
CONSOLE FURNITURE REPLACEMENT**

**File No. BRETSA 7183-20
PSAP Console Furniture**

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Section 9 Intellectual Property Rights.

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APPENDICES

Appendix No. 1: Contractor Address for Notices.

Appendix No. 2: Contractor Data and Tax Certification.

Appendix No. 3: Certification of Compliance.

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Appendix No. 6: Subcontractors.

Appendix No. 7: BRETSA RFQQ 7183-20, As Amended, and RFP.

Appendix No. 8: Contractor Responses to BRETSA RFQQ 7183-20 and RFP ("Bid").

Appendix No. 9: Statement of Work.

Appendix No. 10: Schedule of Products, Components, Parts and Materials.

Appendix No. 11: Work Schedule & Project Timeline.

Appendix No. 12: Acceptance Testing & Acceptance Criteria.

Appendix No. 13: Training Plan.

Appendix No. 14: Warranty Disclaimers.

Appendix No. 15: Change Orders.

- Appendix No. 16: Failures & Errors; Support Response Times.
- Appendix No. 17: Optional Service and Maintenance Agreement.
- Appendix No. 18: Price; Payment.

AGREEMENT

THIS AGREEMENT is made as of _____, 2020 by and between the **BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY** (hereinafter “**BRETSA**”) and _____, a _____ corporation, hereinafter “**Contractor**”).

WITNESSETH, that whereas **BRETSA** intends that **Contractor** provide certain products and/or services as hereinafter provided, and **Contractor** intends to provide such products and/or services in exchange for the consideration set forth herein;

NOW, THEREFORE, **BRETSA** and **Contractor** for the consideration hereinafter set forth agree as follows:

1. CONTRACTOR PERFORMANCE.

1.1 Public Safety Answering Point Console Furniture Replacement. **Contractor** shall provide Public Safety Answering Point Console Furniture (the “**Products**,” or “**Furniture**”) for four Public Safety Answering Points (“**PSAPs**”). meeting the specifications set forth in **BRETSA** RFQQ No. 7183-20 and follow-on RFP, and **Contractor's** proposal submitted in response thereto, copies of which are attached at Appendix Nos. 7 and 8, respectively, and as more fully set forth in Appendix No. 9 hereto, Statement of Work, Appendix No. 10 hereto, Schedule of Products, Components, Parts and Materials, Appendix No. 11, Work Schedule & Project Timeline, Exhibit No. 12, Acceptance Testing & Acceptance Criteria, Appendix No. 13 hereto, Training, and Appendix Nos. 16 and 17 hereto, Failures & Errors; Support Response Times, and Maintenance Agreement, respectively. The “**Statement of Work**” (“**SOW**”) includes and means Appendix No. 9 *and such other appendices* as are referenced therein and/or collectively means the documents that describe the **Products** and **Services** to be provided by **Contractor**, including the **Tasks**, **Deliverables** and **Milestones**, the attributes (including requirements and specifications) of each **Deliverable**, identification of the **Deliverables** and **Services** that are associated with each **Task**, and a completion date for each **Milestone** and **Deliverable**, the **Payment Schedule** for each **Deliverable** and **Milestone**. Appendix No. 17 hereto, **Service and Maintenance Agreement**, is **Contractor's** **Optional Service and Maintenance Agreement** which shall take effect upon **BRETSA's** **Final Product Acceptance**, and for which **BRETSA** shall incur a separate charge from the **Final Purchase Price** commencing upon the first anniversary of **Final Product Acceptance**, as hereinafter defined. The execution and annual renewal and performance of the **Service and Maintenance Agreement**, at **BRETSA's** option, at the rates set forth in Appendix No. 18, **Price; Payment**, is an integral part and basis of the bargain between the parties and is an integral part of the consideration for this Agreement. **Contractor's** submission of its **Bid** constitutes its acceptance of all terms hereof to which **Contractor** has not expressly objected in its **Bid Documents**, as hereinafter defined.

1.2 Incorporation In Contract; Order of Priority. **BRETSA** Request for Qualifications and Quotation 7183-20, follow-on Request for Proposal and the **Product**

Specifications included therein, together with any formal alterations or modifications to the Product Specifications included in any amendment to RFQQ and RFP issued or published by BRETSA prior to the respective Response Deadlines (the “Bid Documents”), are attached hereto at Appendix No. 7 BRETSA RFQQ 7183-20, as amended, and RFP, and are expressly incorporated herein by reference. Contractor’s response to BRETSA Request for Qualifications and Quotation 7183-20 and RFP, together with any amendments thereto received by BRETSA prior to the respective Response Deadline, together with any best and final offer (“Contractor’s Bid Response”), are attached hereto at Appendix No. 9, Contractor Response To BRETSA RFQQ 7183-20 and RFP (“Bid”), and are expressly incorporated herein by reference. All statements made by Contractor are warranties, unless disclaimed in writing and included in Schedule No. 14 hereto, Warranty Disclaimers. Contractor’s disclaimer of any warranty following selection of Contractor’s bid or proposal shall be grounds for termination of this Agreement and claim for reimbursement of BRETSA expenses in issuing the RFQQ and/or RFP, reviewing and selecting among responsive proposals, and selecting and negotiating the Statement of Work with Contractor. In the event of a conflict between the terms included in the body of this Agreement and the SOW(s), the Bid Documents and Contractor’s Bid Response, the terms in the body of this Agreement shall govern.

The terms and conditions of this Contract supersede any other oral or prior written understanding concerning the nature of this Contract.

The entire Contract consists of following documents:

- a. These Terms and Conditions, the Statement of Work, all Attachments, and Exhibits except those identified in sections b., c., or d., below.
- b. The Request for Qualifications and Quotation (RFQQ) Number 7183-20 dated October, 2020, any subsequent Request for Proposal, including any amendments to either of them.
- c. Handouts and other applicable documents as distributed during the Pre-Bid Conference (____ __, 2020) and as incorporated herein as Attachments.
- d. Respondent’s Bid dated ____ __, 2020 in response to the RFQQ, Respondents response to the RFP, and Best and Final Offer, and any clarifications/amendments submitted in response to requests by BRETSA.

If there are any inconsistencies or ambiguities in this Agreement, the Agreement shall be interpreted by the documents in the order of precedence referenced above.

- 1.3 Product Procurement.** Appendix No. 10 hereto, Schedule of Products, Components, Parts and Materials, shall include complete specifications to all Furniture, components, parts and materials required for installation, use or operation and maintenance of Contractor’s specified Products, together with Contractor’s price for each non-custom, off-the-shelf item Contractor proposes to provide and Contractor’s

best good-faith estimate of the cost or range of costs from third-party vendors for each such item Contractor does not propose to provide. BRETSA shall have the option of providing or procuring any or all such items from Contractor, and the Contract Price shall be reduced by the amount of Contractor's price for scheduled Furniture, components, parts and materials which BRETSA provides or procures other than through Contractor. Title to Products provided by Contractor shall pass to BRETSA upon Final System Acceptance.

1.4 Approval of Contractor Personnel, Subcontractors. Contractor shall not engage the services of subcontractors who are not identified in Appendix No. 6, subcontractors, without the prior written consent of BRETSA. Contractor shall also provide BRETSA's Executive Assistant, for BRETSA's approval, the names, addresses, qualifications, and other information BRETSA may reasonably request of all employees, subcontractor employees or other individuals who will perform work on the premises of any public safety agency associated with BRETSA, or who will have access to confidential security, public safety incident, or personnel information of such public safety agencies or personal information of any individual who may be involved in a public safety incident (an incident which results in a telephonic or radio communication with a PSAP or the dispatch of First Responders). The names and qualifications of such individuals or firms, and such other information as BRETSA may require to complete a police background check and other reviews or approvals as it may deem appropriate, shall be provided at least five working days prior to the date on which such individuals and/or firms will be present on the premises of a BRETSA or associated agency or provide services pursuant to this Agreement. No individual or firm shall be provided access to BRETSA or associated agencies' facilities and/or provide services pursuant to this Agreement prior to BRETSA's approval of their qualifications and completion of a police background check on each such individual. Contractor shall be responsible for the performance of the personnel and additional firm(s) it assigns or engages to provide services pursuant to this Agreement. Nothing contained herein shall create a contractual relationship between any additional firm(s) and BRETSA. BRETSA's approval of an individual to have access to a public safety agency premises or to confidential information shall not constitute BRETSA's acceptance or approval of such individual's qualifications or assignment to do such work as may be assigned by Contractor or any subcontractor. The failure of any individual engaged by Contractor to provide services pursuant hereto to pass a police background check, or authorities taking any such individual into custody a result of a police background check, shall not excuse Contractor's failure to timely perform and complete its obligations under this Agreement.

1.5 Work Schedule. Contractor agrees that time is of the essence under this Agreement. The removal of existing Public Safety Answering Point Furniture and fabrication, delivery, and installation of the Products and performance of the services under this Agreement shall be commenced immediately upon execution of this Agreement, and shall be completed no later than the Final Project Completion Date set forth in Appendix No. 11, unless extended by BRETSA in writing. Contractor shall perform work at BRETSA sites during the hours designated by BRETSA so as to avoid inconvenience to the BRETSA and its associated PSAPs and agencies and its and their

personnel, and to avoid interference with BRETSA's and its associated PSAPs' and agencies' operations. Appendix No. 11 hereto, Work Schedule and Project Timeline, shall include ranges of dates for work at BRETSA's site(s) to be completed, and Contractor acknowledges that work at BRETSA's site may need to be scheduled at times of low activity in the BRETSA-associated PSAPs, including outside of regular business hours and on weekends. Contractor also acknowledges that scheduled work may need to be rescheduled in the event of occurrence of major public safety incidents or unanticipated levels of minor public safety incidents. To the extent reasonably possible, in the event that work cannot be performed at a BRETSA-associated PSAP or other site due to such circumstances Contractor should be prepared to perform work at an alternative BRETSA PSAP or site. BRETSA will reimburse Contractor for documented and non-recoverable travel and lodging expenses in and to the Boulder County, Colorado area for personnel who are unable to complete scheduled work due to such unanticipated events. The Final Project Completion Date set forth in Appendix No. 11 shall anticipate reasonable work delays.

1.6 Supervision and Oversight of Contractor. Contractor shall ultimately be responsible to, and be supervised by, the BRETSA Board and its Executive Assistant. However, on a day-to-day basis, Contractor shall schedule and coordinate its performance of this Agreement with The Altavista Group Inc. ("TAG"), and submit its Task Completion Reports and Invoices to TAG for preliminary approval, pursuant to Section 2 hereof.

1.7 Contractor Liable for Injury and Damage. Contractor shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts or errors and omissions of Contractor, its agents and employees. If Contractor knows of the damage, Contractor shall notify BRETSA immediately. If BRETSA discovers the damage, BRETSA will notify Contractor immediately. Repair shall be accomplished under BRETSA direction and to BRETSA specifications so property is in as good or better condition than before the damage occurred. Contractor shall provide BRETSA with a certificate of liability coverage in accordance with Appendix No. 4 hereto.

1.8 Contractor Payment of Subcontractors. Contractor shall include any subcontractor charges in its invoices, without markup, surcharge or other fee by Contractor. Contractor shall pay any subcontractor charges out of funds transmitted by BRETSA in payment of its invoices. BRETSA shall not be responsible for processing or payment of subcontractor invoices. Contractor represents, warrants and guarantees that it shall pay subcontractors all amounts due, and shall promptly address any subcontractor claims and remove any liens for nonpayment for subcontractor services. BRETSA may at any time, in its sole discretion, require delivery of a payment bond to assure payment of subcontractors, employees and suppliers, if any. BRETSA may, in its sole discretion, withhold funds otherwise due under this Agreement and make payments directly to Subcontractors. This Section 1.6 does not create any obligation of either BRETSA or Contractor to any third party, and there are no third-party beneficiaries.

1.9 Contractor's Standard of Performance. Contractor warrants that it will diligently

and effectively perform all work to the satisfaction of BRETSA. BRETSA shall be the sole judge of the quality of performance. Contractor expressly agrees that excessive defects in the product, repeated failures of operation of the Furniture or any component, shall constitute a breach of this Agreement.

2. BRETSA CONTRACT PROJECT MANAGEMENT.

2.1 BRETSA has contracted with TAG to provide project management for BRETSA with respect to the acquisition and installation of the Products, performance of the services and performance of all of the terms of this Agreement. TAG shall be the primary point of contact for Contractor, shall coordinate the scheduling of and shall monitor Contractor's performance of this Agreement for BRETSA, and preliminarily approve Contractor's Task Completion Reports and Invoices.

3. BRETSA RESPONSIBILITIES.

BRETSA shall, directly and/or through TAG:

3.1 Provide full information including detailed scope or deliverables as to its requirements for the services.

3.2 Give prompt notice to Contractor whenever BRETSA observes or otherwise becomes aware of any discrepancies in the Products or services provided.

3.3 Furnish, or direct Contractor to provide at BRETSA'S expense through appropriate Change Orders executed by BRETSA and Contractor, any necessary additional products or services.

3.4 Timely execute Task Completion Reports, and timely pay all invoices.

3.5 Subject to Section 1.5 hereof, Contractor is not liable for delays in performance which are caused by BRETSA, BRETSA'S contractors, or events which are outside the control of the parties and could not be avoided by the exercise of due care.

4. MUTUAL OBLIGATIONS OF BRETSA AND CONTRACTOR.

4.1 This Agreement does not guarantee to Contractor any work except as authorized in accordance with Section 1 above, or create an exclusive contract.

4.2 This Agreement and the performance contemplated under this Agreement shall not be assigned, sublet or transferred by Contractor without the written consent of BRETSA.

4.3 Contractor and any and all of its personnel utilized by Contractor under the terms of this Agreement shall remain the agents and employees of Contractor and are not, nor shall be construed to be, agents or employees of BRETSA.

4.4 All data collected by Contractor and all originals, or reproductions at the option of BRETSA (provided that in no event shall BRETSA be responsible for the costs of

such reproduction), of documents, notes, drawings, tracings, databases, and files collected or prepared in connection with the Products and services, except Contractor's personnel and administrative files, shall become and be the property of BRETSA. However, Contractor shall retain the right to freely use, publish and apply to other projects non-proprietary and non-confidential information, data, results, and materials developed by Contractor in the course of performing under this Agreement.

5. PAYMENT AND FEE SCHEDULE.

It is understood and agreed by and between the parties hereto that BRETSA shall pay Contractor for services furnished, and Contractor shall accept as full payment for such services, amounts of money computed as follows:

5.1 Total Compensation: BRETSA agrees to pay and Contractor agrees to accept for the services described in Section 1 hereof, the amount set forth in Appendix No. 18 hereto, subject to such setoffs adjustments pursuant to Sections 1.3, 1.5, 1.8 and 7.3.b.

5.2 Project Milestones: Appendix No. 11 hereto, Work Schedule and Project Timelines, shall identify natural "Milestones" at which discrete portions of the work or subprojects will be completed, and compliance with the Specifications for such portions of the work or subproject can be assessed. The Project Milestones, upon successful completion of which a portion of the consideration hereunder will be due, shall be set forth in Appendix No. 11 and in Appendix No. 18, Price; Payment. BRETSA shall have the right to withhold/retain a portion of payments, or delay payments to the Contractor, in whole or in part, if the Contractor fails to perform its obligations set forth in this Contract, or as stipulated in the mutually- agree Project Milestones.

5.3 Acceptance Testing: Appendix No. 11 hereto, Work Schedule and Project Timelines, shall identify natural "Milestones" at which discrete portions of the work or subprojects will be completed, and compliance with the Specifications for such portions of the work or subproject can be assessed. The Acceptance Test Procedures and Acceptance Criteria for each Milestone shall be set forth in Appendix No. 12 hereto, Acceptance Testing & Acceptance Criteria. A Milestone shall not be deemed to have been completed and any required payment deemed due until Acceptance Tests for the Milestone have been completed and all Acceptance Criteria for the Milestone have been met. Final Contract Completion shall not be deemed to have occurred and Final Payment shall not be due until Final Acceptance Tests have been completed, Final Acceptance Criteria have been met, the Products perform as represented and warranted, and the Products have been in continuous use for 90-days without a Significant Failure or Error as that term is defined in Appendix No. 16. BRETSA representatives shall be present and observe all Acceptance Tests and have full access to all results.

5.4 Procedure for Billing and Payment.

a. Contractor Submission of Task Completion Report and Invoice.

Contractor shall submit to TAG a Task Completion Report (“TCR”) and Invoice including:

- (1) Description of the Milestone completed upon which payment is due,
- (2) Itemization of any and all remedial steps taken after initiation of Acceptance Testing,
- (3) Itemization of any expenses incurred by Contractor which are to be reimbursed by BRETSA pursuant hereto, and
- (4) Documentation of successful testing or other documentation of completion of the project.

b. The Altavista Group Inc. Approval of Contractor Invoices.

- (1) TAG shall have seven (7) days to review and approve each TCR and Invoice submitted by Contractor.
- (2) TAG may reasonably request additional documentation to support any TCR and Invoice submitted by Contractor, and may conduct additional testing or user testing (including in a production environment). TAG may extend the date for approval of any TCR and invoice by up to seven (7) additional days in the event additional time is reasonably required to review the work completed by Contractor or for additional acceptance testing or review, or by up to seven (7) days from the date of its receipt of additional documentation submitted by Contractor in response to a request by TAG. In the event TAG and/or BRETSA determine that the completed work does not meet applicable specifications or test criteria, TAG shall provide notice to Contractor and Contractor shall remedy the non-compliance.
- (3) Upon TAG’s approval of any Contractor TCR and Invoice, TAG shall forward the TCR and Invoice to BRETSA’s Executive Assistant for processing and payment. If at the end of the initial period for TAG’s review of the TCR and Invoice pursuant to Subsection (1) above or any extended period for TAG review pursuant to Subsection (2) above TAG is in good faith unable to approve any portion of a TCR or Invoice, TAG shall forward the TCR and Invoice to BRETSA’s Executive Assistant for processing and payment of the undisputed portion of the Invoice and for BRETSA to address and resolve with Contractor the disputed portion of the Invoice. PROVIDED, HOWEVER, that if the disputed portion of the Invoice involve a material breach of this Agreement by Contractor, including a material breach for which the remedy of termination of the Agreement may be available, BRETSA may withhold payment of the undisputed portion of the Invoice unless

and until the breach is cured or this Agreement is terminated and the dispute resolved.

- (4) Payment of Contractor's invoices shall be due within 30 days of the date TAG approves a TCR and Invoice. Payment of any disputed portion of a TCR and Invoice shall be due within 30-days of resolution of such dispute.
- (5) Review and approval or disapproval of any TCR and Invoice, or portion thereof, by TAG shall be without prejudice to BRETSA's review, approval or disapproval of the TCR and Invoice.

5.5 Reimbursement for Expenses. BRETSA shall reimburse Contractor for reasonable expenses pursuant to Section 1.5 hereof, if and as provided in Appendix No. 18 hereto, Price; Payment.

5.6 Documentation and Limitation on Reimbursable Expenses.

- a. Contractor shall document all expenses for which reimbursement is requested or provided, including copies of invoices, statements and receipts for all expenses.
- b. Contractor shall not markup reimbursable expenses, charge a processing fee or otherwise charge or receive from BRETSA any greater sum than Contractor's net expense for any cost or expense submitted for reimbursement pursuant to Section 5.7, if any. Any rebates, volume discounts or premiums shall be for the benefit of BRETSA, except for premiums earned on a credit card used by Contractor for initial payment of such expense which does not increase or decrease the amount of the expense.
- c. BRETSA does not provide reimbursement for alcoholic beverages or other intoxicating substances, whether or not lawfully purchased and/or consumed.

6. LAWS, RESOLUTIONS AND ORDINANCES.

6.1 Contractor, at all times, agrees that it and its subcontractors shall observe all applicable Federal and State Laws and local Resolutions and Ordinances, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

6.2 Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if BRETSA receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

7. TERMINATION OF CONTRACT.

7.1 Termination for Cause. In the event a material breach of this Agreement remains

uncured following reasonable notice of said breach, the non-breaching Party may terminate this Agreement upon written notice specifying the effective date thereof, provided BRETSA shall have at least thirty (30) days to cure any such alleged breach. In the event Contractor illegally discriminates among or against any person or persons, no opportunity to cure such breach need be provided by BRETSA.

7.2 Termination for Governmental Convenience. Change in BRETSA Policy. BRETSA may terminate this Agreement at any time upon reasonable notice specifying the date thereof, provided Contractor shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

7.3 Effect of Termination.

- a. **Ownership of Work Product.** In the event of termination, all finished and unfinished work product(s) prepared by Contractor pursuant to this Agreement shall become the sole property of BRETSA, provided Contractor is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Contractor shall not be liable with respect to BRETSA'S subsequent use of any incomplete work product, provided Contractor has notified BRETSA in writing of the incomplete status of such work product.
- b. **BRETSA'S Right to Set-Off and other Remedies.** Termination shall not relieve Contractor from liability to BRETSA for damages sustained as the result of Contractor's breach of this Agreement, including cost of cover; and BRETSA may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.
- c. **Termination Due To Disclaimer Of Warranty.** In the event BRETSA terminates this agreement for cause due to Contractor's disclaiming a warranty following selection of Contractor's Bid (whether or not prior to mutual acceptance of all Appendices to this Agreement), Contractor shall reimburse BRETSA for its costs incurred in the RFQQ, RFP and bid selection process, and negotiating the terms of the Appendices with Contractor, through the date of such disclaimer.

8. CHANGE ORDERS OR EXTENSIONS.

BRETSA, may from time to time, require changes in the system or scope of the services to be performed herein. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between BRETSA and Contractor, shall be incorporated in written Change Orders to this Agreement. Any change in the application of provisions pertaining to time of performance or compensation for services in light of any Change Order, shall be addressed in such Change Order. All Change Orders shall be numbered sequentially, identified by their designated number and effective date, and attached hereto at Appendix No. 15, Change Orders.

9. INTELLECTUAL PROPERTY RIGHTS.

- 9.1** Any works and work product created or developed by Contractor in the course of this Agreement shall be deemed a work made for hire, and all intellectual property rights shall vest in BRETSA.
- 9.2** Contractor shall have a non-exclusive license to use any works or work product created or developed by Contractor in the course of its performance of this Agreement, as necessary for Contractor to provide services, including the development or provision of similar works and work product, to other clients.
- 9.3** Contractor represents and warrants that it owns all Intellectual Property Rights required for use of its Products, or has obtained and will provide BRETSA a license to use any and all third-party Intellectual Property Rights required for use of its Products, at no additional cost beyond the Final Price set forth in Appendix No. 18. Contractor's intellectual property and proprietary or confidential information shall be conspicuously labeled as such, together with the legend "**DO NOT DISCLOSE.**"
- 9.4** Any Open Source materials in the Products must be approved in advance and in writing by Agency. If Contractor desires to include Open Source materials, Contractor shall:
- a.** Notify Agency in writing that the Products contain Open Source materials,
 - b.** Identify the specific portion of the Products that contain Open Source materials, and
 - c.** Provide a copy of the applicable license for each Open Source item to BRETSA.
- 9.5** Contractor will at its sole expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by Contractor's Products of copyright(s), patent(s) or trade secret(s), provided that BRETSA promptly notifies Contractor upon its receipt of notice of any claim or action alleging such infringement and cooperates with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for BRETSA the right to continue using Contractor's Products, or (iv) modify or replace Contractor's Products so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) BRETSA may participate in the defense of such Action at its own expense. If Contractor concludes in its sole judgment that none of the foregoing options are commercially reasonable, and BRETSA's use of Contractor's Products is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Contractor will return and refund to BRETSA all fees paid by BRETSA under this Agreement less a prorated portion of Maintenance Fees, if any, and BRETSA's and the PSAPs' rights to use and use of the Products pursuant to this Agreement shall terminate. In addition, in the event such Action results in a money judgment against BRETSA which does not arise, wholly or in part, from the actions

or omissions of BRETSA, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Contractor will indemnify BRETSA. These remedies are in addition to and not in lieu of any other remedies provided under this Agreement, or at law or in equity.

10. “FLOW-THROUGH” OBLIGATIONS OF CONTRACTOR AND SUBCONTRACTORS.

Contractor and any and all subcontractors shall comply with the following provisions, and all other provisions hereof which by their terms apply to Contractor *and* subcontractors. Contractor shall assure and confirm compliance of subcontractors with all such provisions and Contractor and any subcontractor shall be jointly liable for subcontractor(s)’ violation thereof.

10.1 Background Checks. Background checks will be conducted of Contractor and any subcontractor, principals of Contractor and any individual to be assigned to provide services under this contract by Contractor or any subcontractor, pursuant to Section 1.4 hereof. BRETSA shall not be obligated to disclose the results of any background check.

10.2 Confidential Information. In the course of performing the Agreement, Contractor may have access to and/or come into possession of confidential or proprietary information of BRETSA, vendors of systems owned, licensed or used by BRETSA and/or its associated agencies, and/or of members of the public (“Confidential Information”). Contractor, any subcontractor and their respective employees shall be bound and abide by the confidentiality provisions of any Agreement to which BRETSA is a party, and shall keep confidential and not disclose any Confidential Information which comes into any of their possession in or as a result of the performance of this Agreement. Upon completion of Contractor’s or any subcontractor’s services pursuant to the Agreement, Contractor and subcontractor shall return to BRETSA or destroy any and all such Confidential Information in their or their employees possession and provide BRETSA with an affidavit of compliance with this requirement.

10.3 Equal Employment Opportunity.

a. Neither Contractor nor any subcontractor (collectively “Contractor” for the purposes of this Section 10.3) will discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), sexual orientation, religion, creed, or physical or mental disability. Contractor may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. Contractor shall post, in all places conspicuous to employees and applicants for employment, notices

provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.

- b. All solicitations and advertisements for employees placed by or on behalf of Contractor, shall state that Contractor is an equal opportunity employer.
- c. Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Contractor, so that such provisions are binding upon each subcontractor.
- d. Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the U.S., the State of Colorado, or their respective agencies may require; and for services to be provided in Boulder County, the City of Boulder, City of Longmont and University of Colorado Boulder, which the respective jurisdictions or their respective agencies may require.
- e. Contractor shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, Boulder County, City of Boulder, City of Longmont and University of Colorado Boulder as applicable, or their respective agencies may issue to implement these requirements.

10.4 No Employment of Illegal Aliens. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended, Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- a. Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- c. Contractor shall not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- d. At the time of signing this public contract for services, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department

Program.

- e. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- f. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, Contractor shall: notify the subcontractor and BRETSA within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- g. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- h. If Contractor violates any provisions of this Section of this Agreement, BRETSA may terminate this Agreement for breach of contract. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to BRETSA.

10.5 Independent Contractor.

- a. Contractor is and shall for all purposes be an independent contractor, and is not and shall not claim or represent itself to be an employee of or partner or joint venture with BRETSA.
- b. Contractor shall provide BRETSA with an executed Independent Contractor Affidavit (Appendix No. 5 hereto) simultaneously with its execution of this Agreement and prior to providing any services hereunder.
- c. Contractor shall obtain and provide to BRETSA an executed Independent Contractor Affidavit for each subcontractor it engages to provide services to BRETSA in its performance of this Agreement, prior to the subcontractor's commencement of work.
- d. BRETSA will not withhold taxes from payments of consideration hereunder. Contractor, and any subcontractor, is responsible for income, employment, payroll, unemployment, workmen's compensation, and all other assessment, tax, or payment obligation arising out of its receipt of consideration for services provided under or in connection with this Agreement.

10.6 Insurance Requirements.

Contractor shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to BRETSA, as described on Appendix No. 4. Contractor further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

10.7 Notice of Harmful Ingredients or Defects; OSHA Compliance.

Contractor and Subcontractors shall notify BRETSA of any harmful ingredients or defects in the System or any components thereof. All goods and materials supplied by Contractor or subcontractors or used by Contractor or subcontractor on BRETSA-associated premises shall comply with applicable standards. Contractor and subcontractor shall provide BRETSA with an applicable material safety data sheet and disposal requirements for any harmful ingredients or defects or components including the same.

11. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrant to BRETSA that:

- 11.1** Contractor has the power and authority to enter into and perform this Contract.
- 11.2** This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.
- 11.3** Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Colorado, professionally competent and duly licensed to perform the Services
- 11.4** Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, Contractor's provision of the Services will not violate any such law, ordinance, regulation or order, and Contractor has not been debarred by the Federal Government, any state government, or subdivision of any such government from bidding on contracts, entering into contracts or providing services to such government or a subdivision thereof.
- 11.5** All statements made by Contractor in this Agreement and the Appendices hereto are true and correct when made, and Contractor has or will notify BRETSA within five (5) business days of learning that any such statement is not true and correct.
- 11.6** Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the

highest standards prevalent in the industry or business most closely involved in providing the Services that Contractor is providing to BRETSA pursuant to this Contract.

- 11.7** All warranties shall be effective for a period of at least 36 months from the date of Final System Acceptance, and through the expiration of the Warranty Period, all Deliverables delivered by Contractor to Agency, and the System as a whole, shall materially conform to Acceptance Criteria set forth in this Contract, including the Statement of Work and any Documentation provided by Contractor, and any demonstration Systems employed by Contractor in response to the RFQQ and RFP, shall be free from error or defect that materially impairs their use, and shall be free from material defects in materials, workmanship and design.
- 11.8** Except as otherwise provided in this Agreement, Contractor shall transfer all Deliverables to BRETSA free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind. Contractor acknowledges that BRETSA is purchasing the System for installation and use at and by PSAPs associated with BRETSA which are operated by independent public safety agencies and for use by independent public safety and other governmental agencies and their personnel, and represents and warrants that such use shall not violate or infringe any license, sublicense, restriction on transfer, condition or other limitation on use of the System or any component thereof or any rights of any party.
- 11.9** Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or BRETSA and no third party has any right, title or interest in any Deliverables supplied to BRETSA under this Contract.
- 11.10** Any software supplied by Contractor necessary or convenient for use of the Products, at the time of delivery and installation, will be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this Contract.
- 11.11** The Products and all components of the Products including hardware and software components are merchantable and suitable for the purpose provided.
- 11.12** The Products and all components of the Products including hardware and software components are provided to BRETSA at the same price offered to Contractor's most favored customer. If components are procured by Contractor at lower cost than that on which the price set forth herein is based, BRETSA shall receive the benefit of such cost reductions. The price paid by BRETSA for the Products shall not exceed the Final System Price set forth in Appendix No. 18, after any adjustments pursuant to Section 1.3 hereof.

12. EXAMINATION OF RECORDS.

- 12.1** This clause applies if the consideration to be paid Contractor under this agreement exceeds \$10,000.00.
- 12.2** An Auditor retained by or on behalf of BRETSA, or a duly authorized representative from BRETSA (“Auditor”), shall until three (3) years after final payment under this agreement have access to and the right to examine any of Contractor/contractor's directly pertinent books, documents, papers, or other records involving transactions related to this agreement.
- 12.3** Contractor agrees to include in first-tier subcontracts under this agreement a clause to the effect that an Auditor retained by or on behalf of BRETSA, or a duly authorized representative from BRETSA shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.
- 12.4** The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this contract agreement, or (2) costs and expenses of this contract to which Auditor has taken exception, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

13. INDEMNIFICATION.

Contractor shall indemnify, defend, and hold harmless BRETSA, its Members (signatories to the Intergovernmental Agreement which serves as BRETSA’s charter), the Agencies BRETSA supports which operate the Public Safety Answering Points to which the Products and services are to be provided, and their respective directors, officers, agents, and employees from and against all claims, actual, consequential and exemplary damages, liabilities, and court awards, including costs, expenses, and attorney fees, to the extent caused by any intentional, negligent or otherwise wrongful act, error, or omission of Contractor, its officers, agents, and employees. Contractor shall provide BRETSA with prompt notice of any claim for which Contractor may be liable. Likewise, BRETSA agrees to provide Contractor with prompt notice of any claim for which indemnification may be sought hereunder and, further, to cooperate with Contractor in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of BRETSA’s governmental immunity under C.R.S. Section 24-10-101, et. Seq., as amended.

14. GENERAL PROVISIONS.

- 14.1 Advertising, Public Announcement.** Contractor shall not issue any press release, advertise, or make any public announcement regarding this Agreement or its services

to BRETSA hereunder without BRETSA's prior written consent. BRETSA may condition such consent upon final editorial rights.

- 14.2 Authority, Compliance With Laws.** Contractor represents and warrants that it is duly organized and in good standing in the jurisdiction of its incorporation, and if not incorporated in Colorado is registered as a foreign corporation with the Colorado Secretary of State; qualified to conduct business in Boulder County, Colorado and such other jurisdictions as may be contemplated or required hereby; that its officer executing this Agreement on its behalf is duly authorized to do so and that no other corporate action is required to ratify, or bind Contractor to, this Agreement. Contractor's execution and performance of this Agreement does not and will not violate any applicable statute, regulation or ordinance, or order of any agency or court of competent jurisdiction.
- 14.3 Compliance With Agency Security Rules and Policies.** Contractor and subcontractors it may engage shall comply with all security rules and policies of the BRETSA-associated agencies on whose premises the services will be performed.
- 14.4 Notices.** All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail with confirmation of delivery, followed immediately by first-class mail, or (iv) by personal delivery, to the address(es) set forth below, or such other address(es) as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

If to Contractor:

[See Appendix No. 1]

If to The Altavista Group Inc., to:

The Altavista Group
ATTN: Robert Negrete
806 High Street
Farmville, VA 23901

Phone: (303) 520-2049
Email: RNegrete@altavistagroup.com

If to BRETSA, to:

BRETSA
ATTN: Administrative Assistant
REF: BRETSA 7183-20
3280 Airport Road
Boulder, Colorado 80301

Phone: 720.564.2940
Email: Admin.Asst@bouldercolorado.gov

With a copy to:

BRETSA
ATTN: Edward McEldowney, Exec. Asst.
REF: BRETSA 7183-20
1805 33rd Street
Boulder, Colorado 80301

Phone: 303.441.4810
Email: McEldowneyE@bouldercolorado.gov

And to:

Joseph P. Benkert, P.C.
REF: BRETSA 7183-20
8506 Porcupine Pt.
Parker, CO 80134-2786

Phone: (303) 948-2200 (ph)
Email: jbenkert@benkert.com

- 14.5 Acceptance By BRETSA.** This Agreement shall not become a binding contract until signed by two (2) Directors of BRETSA.
- 14.6 Counterparts.** This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.
- 14.7 Joint Work.** The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.
- 14.8 Facsimiles and Photocopies as Originals.** A facsimile or photocopy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine or photocopier shall be treated as an original.
- 14.9 No Waiver.**
- a.** The failure or delay of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor of the right of either party to enforce each and every provision.
 - b.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party

claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

14.10 No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto, and the agencies which operate the BRETSA-associated PSAPS, and not for any other person. This Agreement shall not provide any other person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference hereto.

14.11 Successors and Assigns. This Contract shall be binding upon the successors and assigns of the parties.

14.12 Remedies Cumulative. Remedies available to BRETSA under this Agreement, at law or in equity are cumulative to the extent the remedies are not inconsistent, and BRETSA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

14.13 Integration. This Agreement and its Appendices represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

14.14 Severability. If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

14.15 Governing Law, Venue. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Colorado without regard to its conflict of law provisions. Any dispute or action arising under this Agreement shall be tried in the Colorado District Court for the 20th Judicial District, Boulder County.

14.16 Attorneys Fees. The prevailing party in any dispute or action arising under this Agreement shall be awarded all costs of enforcement including its attorneys fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**BOULDER REGIONAL EMERGENCY
TELEPHONE SERVICE AUTHORITY**

[CONTRACTOR]

By: _____
Signature

By: _____
Signature

Name (Type or Print)

Name (Type or Print)

Title

Title

Date: _____

Date: _____

By: _____
Signature

Name (Type or Print)

Title

Date: _____

Appendix No. 1
CONTRACTOR ADDRESS FOR NOTICES

Appendix No. 2

CONTRACTOR DATA AND TAX CERTIFICATION

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any United States or Colorado tax laws; and (d) the supplied Contractor data is true and accurate.

Company Name: _____

Federal Tax Number: _____

Contractor Signature: _____

Printed: _____

Title: _____

Date _____

Appendix No. 3

CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name: _____

Contractor Signature: _____

Printed: _____

Title: _____

Date _____

Appendix No. 4

INSURANCE REQUIREMENTS

The Vendor or contractor providing services under this agreement will be required to procure and maintain, at their own expense and without expense or cost to BRETSA, until final acceptance by BRETSA of all work covered by the Purchase Order or contract the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance coverage with minimum limits of **\$1,000,000** Each Occurrence, **\$2,000,000** General Aggregate and **\$2,000,000** Products Completed Operations Aggregate. This policy should be provided on an Occurrence Form ISO CG001 or equivalent and have a Broad Form Endorsement and include the following coverage's: Blanket Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury.

Comprehensive Automobile Liability Insurance which includes Bodily Injury and Property Damage coverage for all owned, non-owned and rented vehicles used in the performance of this Agreement, with a minimum limit of **\$1,000,000** combined single limit for each occurrence.

Worker Compensation and Employers Liability Insurance shall be maintained with the statutory limits and cover the obligations of the Vendor/contractor in accordance with the provisions of the Workers Compensation Act, as amended, by the State of Colorado. Employer's Liability is required for minimum limits of **\$100,000** Each Accident/**\$500,000** Disease-Policy Limit/**\$100,000** Disease-Each Employee.

Subcontractor's Insurance. It shall be the responsibility of the Contractor to ensure subcontractors are properly insured to meet the above requirements before they are permitted to commence work on the project.

Professional Liability Insurance In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, Contractor and/or any subcontractor providing such services shall also be maintain a Professional Liability (Errors and Omissions) Insurance policy. The following policy limit is to be considered a minimum amount.

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to BRETSA, must provide proof of professional liability coverage with minimum limits of **\$1,000,000** Per Loss and **\$1,000,000** Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Pollution Liability. This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may

arise from the operations of the Contractor described in the Contractor's scope of services. The policy shall cover the Contractor's completed operations. The coverage must include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law, or as a result of a third party claim. Minimum limits required are **\$1,000,000** Per Loss and **\$1,000,000** Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

Third Party Fidelity or Crime Insurance. This coverage is required when the contractor or employees of the contractor handle money on behalf of BRETSA (an auction company, someone collecting fees for the BRETSA etc.). If the Contractor is physically handling money at a BRETSA Agency owned location, the Contractor's crime insurance should provide a coverage extension for "Employee Theft of Client Property". This can also be provided by a third party fidelity bond/policy. The limit shall be **\$1,000,000** Per Loss.

Proof of Insurance. Contractor shall provide a Certificate of Insurance to BRETSA at least ten (10) days prior to commencement of work under this Agreement demonstrating that the insurance requirements have been met. The Comprehensive General Liability, Automobile Liability and Pollution Certificates of Insurance shall name BRETSA, its directors, officers, employees, agents, representatives and the title of the contract as additional insured.

Notice of Cancellation. The Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified to the extent such change or modification would cause BRETSA 's mandatory coverage requirements as stated herein to be violated without a **forty-five (45) day written notice** prior to expiration of same to BRETSA . Such notice to be forwarded to: BRETSA, ATTN: Administrative Assistant, REF: BRETSA 7183-20, 3280 Airport Road, Boulder, CO 80301, with a copy to: BRETSA, ATTN: Edward McEldowney, Exec. Asst., REF: BRETSA 7183-20, 1805 33rd St., Boulder, Colorado 80301, with a copy to Joseph P. Benkert, P.C., REF: BRETSA 7183-20, 8506 Porcupine Pt., Parker, Colorado 80134-2786. In the event cancellation is for non-payment of premium, ten (10) day prior written notice may be provided.

The insurance coverages enumerated above constitute the minimum requirements and said enumeration's shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The Contractor may procure and maintain at their own expense, any additional kinds and amounts of insurance, which in their own judgment may be necessary for their proper protection in the performance of the work. Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the BRETSA Executive Assistant in response to the particular circumstances giving rise to the contract.

BRETSA reserves the right to require at any time, in its sole discretion, that Contractor furnish a performance and/or payment bond in such amount(s) as may be required by BRETSA in its sole discretion. In the event BRETSA requires a performance or payment bond subsequent to execution of this Agreement, Contractor shall have thirty (30) days to furnish such bond, and to renegotiate the price specified in Appendix No. 18 to the extent such requirement increases Contractor's cost of performance.

Appendix No. 5

INDEPENDENT CONTRACTOR AFFIDAVIT

It is hereby understood by BRETSA and the Contractor _____ that all work performed on Contract Number **BRETSA 7183-20** is that of an independent contractor. An independent contractor is **NOT** a BRETSA Employee and as such **IS NOT ENTITLED TO EMPLOYMENT BENEFITS INCLUDING WORKERS' COMPENSATION BENEFITS. THE INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONAL, IT IS UNDERSTOOD THAT INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY THAN BRETSA.**

The parties hereto are in agreement.

CONTRACTOR:

Company Name: _____

Contractor Signature: _____

Printed: _____

Title: _____

Date _____

Notary

My Commission Expires

Appendix No. 6
SUBCONTRACTORS

Appendix No. 7

**BRETSA RFQQ 7183-20, AS AMENDED, AND RFP
[In Electronic Format]**

Appendix No. 8

**CONTRACTOR RESPONSES TO BRETTA RFQQ 7183-20
AND RFP (COLLECTIVELY "BID")
[In Electronic Format]**

Appendix No. 9
STATEMENT OF WORK

Appendix No. 10

**SCHEDULE OF PRODUCTS, COMPONENTS,
PARTS AND MATERIALS**

Appendix No. 11

WORK SCHEDULE & PROJECT TIMELINE

Appendix No. 12
ACCEPTANCE TESTING
&
ACCEPTANCE CRITERIA

Appendix No. 13
TRAINING PLAN

Appendix No. 14

WARRANTY DISCLAIMERS

Appendix No. 15
CHANGE ORDERS

Appendix No. 16

**FAILURES & ERRORS;
SUPPORT RESPONSE TIMES**

Appendix No. 17

OPTIONAL SERVICE AND MAINTENANCE AGREEMENT

Appendix No. 18
PRICE; PAYMENT