

CONTRACT FOR SERVICES

This Contract, entered into this 10 day of April, 2019, by and between Grand Junction, Colorado ("City" herein), and Rocky Mountain Telecom & Data ("Contractor" herein):

The parties agree as follows:

1. Contract Documents: It is agreed by the parties hereto that the following list of documents attached shall be incorporated by reference and shall be referred to as the "Contract Documents" or "Contract", and all said documents taken together as a whole constitute the Contract between the Parties:

Solicitation Documents RFP-4533-19-SDH (Attached)
Contractor Response to RFP-4533-19 (Attached)

2. The Contractor shall be paid in accordance with the fee schedule set forth on the attached "Best and Final Offer", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed.

3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the City is Scott Hockins, scotth@gjcity.org 970-244-1540 unless otherwise designated in writing.

4. Contract Administrator for the Contractor is Eric Masten emasten@rmttd.net 970-241-6340.

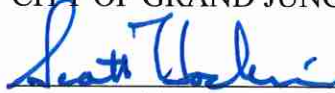
5. Contractor shall provide the insurance and indemnities required in the attached Exhibit "B", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.

6. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to City all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

CITY OF GRAND JUNCTION, COLORADO



Scott Hockins, IT Business Operations

ROCKY MOUNTAIN TELECOM & DATA

Eric Masten _____

Eric Masten, General Manager



Request for Proposal RFP-4533-19-SDH

City Hall Structured Cabling Rewire

RESPONSES DUE:

February 28, 2019 Prior to 2:00 PM MDT

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Scott Hockins, Business Operations Manager

scotth@gjcity.org

970-244-1540

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:
- Scott Hockins, Business Operations Manager
scotth@gjcity.org
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide and install associated equipment for the voice, data and cabling necessary to rewire City Hall.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Pre-Bid Meeting:** A pre-bid meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be in the City Hall Auditorium, at 250 N. 5th Street, Grand Junction, Colorado 81501 on **February 7, 2019 at 1:30pm**. Post meeting, contractors will have access inspect the building in preparation for their proposal.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (The City does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award, this statement is not applicable.
- 1.9 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com and <http://www.gjcity.org/business-and-economic-development/bids/> Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.14 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

1.15 Open Records: All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations of the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and

copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor always shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work, they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.8. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes

insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.9. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until final payment is made.
- 2.10. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.11. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.12. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.13. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.14. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

- 2.15. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.16. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.17. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.18. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.19. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.20. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality:** All information disclosed by the Owner to the Contractor for the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.22. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.23. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.24. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.25. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.26. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.27. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.27.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.27.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.27.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.28. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.29. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.30. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.31. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.32. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.33. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.34. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.35. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.37. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.38. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.39. Venue:** Any agreement because of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

- 2.40. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.41. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.42. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.43. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. All proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.44. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 2.45. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid about this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.46. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.47. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

- 2.48. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.49. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.50. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.51. Cooperative Purchasing:** Purchases because of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.52. Definitions:**
- 2.52.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
 - 2.52.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
 - 2.52.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
 - 2.52.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is

referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.53. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section because of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:
ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:
ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:
ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred because of the professional services performed because of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The City Hall facility was built in 2000 at which time the network and phone cabling installed was cat5/5e with a 15-year performance warranty for 1Gb specs. At the time cabling was distributed to 3 different locations, 2 of which are not in secure wiring rooms. The City Hall Facility has an outside dimension of approximately 180ft x 150ft and has 2-floors. There are approximately 180 endpoint locations within the facility.

The City of Grand Junction is in the process of completing the move of its primary Data Center to a new location within the City Hall Facility. As part of the process, the building's aging network cabling needs to be replaced and upgraded with newer cabling that can support 1Gb/10Gb/40Gb and potential 100Gb ethernet over copper.

Wiring for future cameras is included.

- 4.2. Specifications:** All cabling to the endpoint locations will originate in the new Data Center located on the first floor in the Northeast corner of the building, except for the Training Room.

All Training Room endpoints will terminate in the wiring cabinet within the Training Room. Trunk Drops from the Data Center to the Training Room wiring cabinet will consist of 8 cables tying the locations together.

All penetration in the Data Center will be fire sealed using the EZ-Path Fire Stop Product and filled to cabling manufacturer fill specs for pathway and conduit fill ratio.

A cable Tray system within the Data Center will be designed and installed to meet the cabling loading requirements to facilitate cabling to the cabinets designated for structured cabling.

All misc. penetrations will be sealed to meet the Clean Agents fire suppressions systems containment requirements.

Horizontal and Vertical pathways through the building will have proper cable supports as required by the manufacture of the proposed product. Pathways will be pre-designed and presented as part of the bid package.

New penetrations between the first and second floor must be coordinated with the City's I.T. Division and Facilities Division.

Minimum size outside-diameter cable penetrating the floors and firewalls to the Data Center is required.

Access Point Drop locations will be terminated above the ceiling grid in a box and face plate configuration at a level easily accessible by employees with the appropriate ladder for the ceiling height.

All Structured Cabling and installation shall be in accordance with RFP-4533-19-SDH Attachment 1 & 2.

- 4.3. Special Conditions/Provisions:** Work must be covered with a manufactures performance guarantee warranty for a minimum of 20 years. (performance must include segment operation at the maximum data rates as presented for the product.)

Specify plans to install product into existing modular furniture with to minimize disruptions to occupants.

Work must occur in areas when the least amount of disruptions will occur to staff operations. Contractor must provide a proposed schedule for each area.

AutoCAD drawing of the building interior with furniture layouts from January 2016 will be provide as part of this RFP. Changes to the interior layout has occurred and it will be the responsibility of the bidder to update the plans with the new layout.

As-Builds of the final project will be provided to the City in the form of AutoCAD and PDF drawings with the interior layouts, Drop locations (with cable ID), Cable pathways, and penetrations locations. Testing results for all new drops will be provided in electronic form at the end of the project

Contractor shall submit manufacturer warranty information for Owner's approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1-year Contractors warranty.

All abandoned existing wall boxes and/or wall openings are to be covered neatly with a cover plate. Cover plates to be provided and installed by the contractor.

Reasonable care shall be taken to protect surrounding surfaces from soiling and/or damage during the installation work.

Contractor shall provide an allowance for the replacement of any soiled and/or damaged ceiling tiles in the areas of their work whether the damage and/or soiling of the tiles was done by them or previously existed.

4.4. RFP Tentative Time Schedule:

- Request for Proposal Available

January 25, 2019

- Pre-Bid Meeting
- Inquiry deadline, no questions after this date
- Addendum Posted
- Submittal deadline for proposals

February 7, 2019
February 14, 2019
February 19, 2019
February 28, 2019

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; 800-835-4603). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives about this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** and **preferred working hours** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- D. Proposed Products:** Provide a list of proposed products and warranty information.
- E. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- F. Fee Proposal:** Contract shall be established as "Lump Sum Fee/Cost not to Exceed. Contractor shall submit their Lump Sum/Cost not to Exceed Fee utilizing the attached form in Section 7.0 Solicitation Response Form. A schedule of values to be provided to the owner prior to award.

- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Required Skills
- Strategy & Implementation Plan
- References
- Fees

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top-rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM

"City Hall Structured Cabling Rewire"

Offeror must submit entire Form completed, dated and signed.

1) Total "**Lump Sum**", per scope/specifications:

TOTAL "**FIXED FEE**" \$ 255,433.00

WRITTEN: two hundred fifty-five thousand, four hundred thirty-three dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer about supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Rocky Mountain Telecom & Data, Inc.
Company Name – (Typed or Printed)

Eric Masten
Authorized Agent Signature

2944 I-70 Business Loop #418
Address of Offeror

Grand Junction, Co. 81504
City, State, and Zip Code

Eric Masten
Authorized Agent – (Typed or Printed)

970-241-6340
Phone Number

emasten@rmttd.net
E-mail Address of Agent

2/28/2019
Date

Phone: 303-531-6022, 970-241-6340

Fax: 303-215-9275, 970-241-6341



Executive Management/Company Summary

1. **(Background)** Rocky Mountain Telecom & Data, Inc. (RMTD) was founded on September 25th 2003 by Damian DiFeo. Damian has 15 years experience in the structured cabling industry and is certified by BICSI as an RCDD. RMTD has consistently grown every year for the last 10 years posting gross sales of over 2 million in 2018. RMTD employees pride themselves in first class cable/fiber installation and service following the install.
2. **(Organizational Structure and locations)** RMTD is incorporated and the structure consists of upper management, operations and installation. RMTD occupies a 3000sq.ft. office/warehouse space located at 13401 West 43rd Dr. Unit 12, Golden, CO 80403 (I-70 & Hwy. 58). RMTD also has a western slope office/warehouse with 1000sq.ft. office/warehouse space located at 2944 I-70 Business Loop #418, Grand Junction, CO 81504.
3. **(Major services and expertise provided)** RMTD specializes in installing high performance network cabling and fiber infrastructure in the Rocky Mountain region. We install high quality CAT 5E and CAT 6 unshielded/shielded twisted pair, coax, fiber optic cabling, outside plant infrastructure (aerial/burial), paging, security, audio, and related equipment for 10/100/1000 BASE-T networks. RMTD technicians are well trained in the installation of all types of cable infrastructure as well as trouble shooting cable infrastructure, fiber, paging systems, and dial tone/T-1/DSL/ISDN problems. RMTD does a lot of subcontract work for local security companies. As a result RMTD technicians are well qualified in installing security/camera cable, card reader equipment and camera equipment. RMTD designs and installs paging systems anywhere from small offices to large distribution warehouses. RMTD has a BICSI certified RCDD on staff and is certified by the following manufactures: Commscope, Siemon, ADC/Krone, Belden/CDT, Hellermann Tyton, Hitachi, Superior Modular, Hubbell, and Valcom paging systems.

Phone: 303-531-6022, 970-241-6340

Fax: 303-215-9275, 970-241-6341

4. **(Staff size and distribution per location)** RMTD current staff is 27 employees including: Damian DiFeo President/CEO, Eric Masten, General Manager/Grand Junction, Lynette Difeo Controller, Dan Belt Senior Project Manager, Roman Abeyta, Operations Manager, Dan Hellis, Project Manager, 9 lead technicians and 8 Cable technicians. Seven employees are based out of the Grand Junction office and the rest in the Golden office. RMTD currently utilizes 9 full sized vans for installation and service.
5. **RMTD** is currently working on several large projects including the DMVA One Source Building in Grand Junction, Red Sandstone Elementary School in Vail, Combined Law Enforcement Facility in Steamboat Springs, Federal Building in Golden, and VA Hospital 3rd floor Renovation in Grand Junction. In addition, this last year we did all of the telecommunications cabling for the Grand River Hospital District and Eastbank PK12 School in Glenwood Springs.
6. **RMTD** has had no litigation experience at any time.



13401 W. 43rd Drive, Unit 12 Golden, CO 80403
2944 I-70 Business Loop #418, Grand Junction, CO 81504

Bid Cover and Scope of Work

To: City of Grand Junction
Phone number: 970-244-1540
Subject: RFP-4533-19-SDH-City Hall Rewire

From: Eric Masten
Date sent: 2/28/19
Pages including cover: 3

Proposal for structured cabling in regards to RFP-4533-19-SDH

The following quote is based on Structured Cabling Drawings dated 9/14/18 and revisions made during walkthrough meeting on 2/7/19.

Addendums Acknowledged: 1

RMTD shall provide and install the following Scope of Work:

Pathways:

- 6- 4" Core Holes between 1st and 2nd floor for cable pathways.
- 18- 4" Fire Sleeves in core holes between floors and at Server Room Entrance.
- Ladder rack from hallway entry point into Server Room and to Head end enclosures for cable pathways.
- J-hook support system where needed in other areas.
- 3- Power poles in Training Room for cable pathways to desk locations.

Horizontal Cable Runs as shown on drawings and discussed at walkthrough:

- 22- Single Shielded Cat 6A Cable Locations (cameras)
- 197- Quad Shielded Cat 6A Cable Locations (Workstations and WAPS)
- 3- 7 cable Shielded Cat 6A Cable Locations (Training Room rows)
- All Cables will homerun and be terminated on patch panels in Server Room (except for training room cables) and on Cat6A shielded jacks at workstations.
- All cables will be labeled, tested and certified.

Demolition of Existing Horizontal Cable:

Removal of approximately 540 existing obsolete data cables throughout the building.

The following Patch Cords have been included with this proposal:

- 185- 3' Cat 6A Shielded Green Patch Cords (Telecom Room Side)
- 553- 5' Cat 6A Shielded Green Patch Cords (Telecom Room Side)
- 110- 10' Cat 6A Shielded Green Patch Cords (Telecom Room Side)
- 829- 7' Cat 6A Shielded Green Patch Cords (Station Side)
- 93- 10' Cat 6A Shielded Green Patch Cords (Station Side)
- 30- 15' Cat 6A Shielded Green Patch Cords (misc.)

Material, Labor and Expenses = \$247,993.00

+

Performance Bond = \$7,440.00

Total Sum of Project = \$255,433.00

Inclusions:

- All cable will be installed in existing ladder rack or supported with j-hooks in accordance with TIA/EIA standards and local/state building codes.
- Manufacturer proposed is Commscope and will be plenum shielded Cat 6A cable, Cat6A shielded patch panels and jacks.
- Required insurance coverage as described in RFP
- Performance Payment Bond

Exclusions:

- Enclosures in Server Room. Provided by owner.
- Wireless Access Point Devices and installation
- Cameras and installation
- Any vertical or horizontal PDU's or power strips
- Telecommunication main grounding and bonding bus bars in telecom rooms

Warranty

- RMTD will warrant workmanship for a period of one year.
- All materials will have a 20-year Commscope manufacturer's warranty.

Please contact me with any questions.

Thank you for the opportunity to bid on your project.

Eric Masten

Eric Masten

emasten@rmttd.net

Office (970) 241-6340

Fax (970) 214-6341

Cell (970) 216-0716



**ROCKY MOUNTAIN
TELECOM & DATA, INC.**
GOLDEN • GRAND JUNCTION
COLORADO

Estimate

Date	Estimate #
2/28/2019	1558

Customer
City of Grand Junction 250 North 5th Street, Room #272 Grand Junction, CO 81501

Project Name
City Hall Rewire

Part #	Material Description	Qty	Total
CPI 10250-718	10'X18" Ladder Rack..	10.0	1,080.00T
CPI 10595-718	18" Rack to Runway Bracket	2.0	72.00T
CPI 11421-718	18" Wall Angle Bracket	6.0	151.20T
CPI 12100-718	18" Waterfall	4.0	144.00T
CPI 11301-701	Cable runway butt splice black	6.0	54.14T
CPI 11959-715	ladder rack corner bracket black	6.0	480.02T
CS HFTP-HD6B-2U-48	48 port shielded panel, empty	18.0	3,780.00T
CS HFTP-J10G	Cat6A shielded jack	864.0	7,568.64T
CS 760154260	Cat6A shielded jack cover, red, 25 pack	66.0	978.12T
CS 19335532-1	horizontal wire management, 2u, single-sided	18.0	885.60T
CS SFTP-PC6A-WH-03	3' Cat6A shielded patch cord, white	185.0	1,820.40T
CS SFTP-PC6A-WH-05	5' Cat6A shielded patch cord, white	553.0	5,939.22T
CS SFTP-PC6A-WH-10	10' Cat6A shielded patch cord, white	110.0	1,425.60T
Misc Materials	Misc. material	1.0	604.78T
UN 874048904	commscope Cat6A shielded, white	167,000.0	134,268.00T
CS HFTP-J10G	Cat6A shielded jack	835.0	7,314.60T
Hilti CP 653	Hilti 4" fire stop sleeve	18.0	9,180.00T
CS SFTP-PC6A-WH-07	7' Cat6A shielded patch cord, white	829.0	9,599.82T
CS SFTP-PC6A-WH-10	10' Cat6A shielded patch cord, white	93.0	1,205.28T
CS SFTP-PC6A-WH-15	15' Cat6A shielded patch cord	30.0	453.60T
CS M102SMB-B-262	2 port surface mount box, white	22.0	66.00T
CS M14L-262	4 port faceplate, white	207.0	360.18T

13401 W. 43rd Dr. Unit 12
Golden, CO 80403

Phone #	303 215-9274
Fax #	303 215-9275

www.rmtd.net

Subtotal

Sales Tax (0.0%)

Total

Customer Signature



**ROCKY MOUNTAIN
TELECOM & DATA, INC.**
GOLDEN • GRAND JUNCTION
COLORADO

Estimate

Date	Estimate #
2/28/2019	1558

Customer
City of Grand Junction 250 North 5th Street, Room #272 Grand Junction, CO 81501

Project Name
City Hall Rewire

Part #	Material Description	Qty	Total
CS M14CE-003	Mod furniture faceplate, 4 port, black	20.0	118.80T
WM 25DTC-4	10' 2 compartment power pole	3.0	450.00T
Misc Materials-pathw...	Misc material- pathways-raceway for cameras	6.0	360.00T
BL BC1	B Line beam clamps	500.0	510.00T
BL BCH-32	Beeline 2" j-hook-metal	500.0	1,500.00T
Velcro -Plenum Red	Red Velcro Plenum Rated 75' Roll	25.0	780.00T
Labor Quad Wirerun	Labor Quad Wirerun	197.0	37,233.00
Labor Single Wirerun	Labor Single Wirerun	22.0	1,386.00
Labor 7-Plex Wirerun	Labor 7-Plex Wirerun	3.0	945.00T
Labor	Labor, demo cable	550.0	5,775.00
Labor	Labor, core holes and sleeves	6.0	2,100.00
Labor Install Pathways	Labor Install Pathways	52.0	2,184.00
Labor MDF/IDF	Labor, build out MDF/IDF	40.0	1,680.00
Labor Project Manage...	Labor Project Management	120.0	5,040.00
Asbuilts/test results	Asbuilt drawings/Test results	1.0	500.00
Bonding Exp Reimbur...		1.0	7,440.00T

13401 W. 43rd Dr. Unit 12
Golden, CO 80403

Phone #	303 215-9274
Fax #	303 215-9275

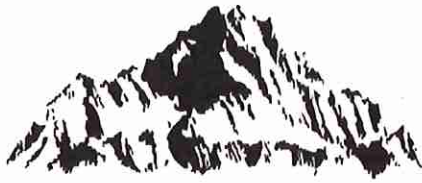
www.rmtd.net

Subtotal \$255,433.00

Sales Tax (0.0%) \$0.00

Total \$255,433.00

Customer Signature _____



ROCKY MOUNTAIN TELECOM & DATA, INC.

GOLDEN • GRAND JUNCTION
COLORADO

2944 I-70 Business Loop Unit # 418 Grand Junction CO 81504

City of Grand Junction City Hall Structured Cabling Rewire

Material List

Division 27

	<i>Manufacturer</i>	<i>Manufacturers part #</i>	<i>Description</i>	
	Chatsworth	10250-718	Ladder Rack (18"x10') Black	
	Chatsworth	10595-718	Rack to Runway Bracket (18")Black	
	Chatsworth	11421-718	Wall angle support kit (18")	
	Chatsworth	12100-718	Ladder Rack Radius Drop	
	Chatsworth	11301-701	Ladder Rack Butt Splice	
	Chatsworth	11312-718	Triangular support bracket (18")	
	Chatsworth	11959-715	Ladder Rack 90 Deg. Bracket	
	Commscope	HFTPHD6B-2U-48	48-Port Shielded Panel	
	Commscope	760163527	Cat 6A Shielded Jack	
	Commscope	760154260	Cat 6A Shielded Jack Cover-red	
	Chatsworth	30139-719	1RU Single Sided Horizontal W.M.	
	Commscope	CS44 UN874048904/10	4pr. IW Plenum, Cat 6A Shielded Cable, White	
	Commscope	SFTP-PC6A-XX-XX	Cat 6A Shielded Patch Cable	
	Commscope	M102SMB-B-262	2-Port Surface Mount Bx.	
	Commscope	M14L-262	4-Port Face Plate W/ID White	
	Commscope	C774132	4-Port MOD Furniture Plate Black	
	Commscope	M20AP-262	Blank Insert White	
	BLINE	BCH-32	2" J-Hooks	
	BLINE	BC1	Beam clamp	
	Hilti	CP653	4" fire sleeve	



Rocky Mountain Telecom and Data, Inc.

GOLDEN, COLORADO

13401 W. 43rd Drive, Unit 12 Golden, CO 80403

Office: 303.215.9274 Fax: 303.215.9275

GRAND JUNCTION, COLORADO

2944 I-70 Business Loop #418, Grand Junction, CO 81504

Office: 970.241.6340 Fax: 970.241.6341

Company Information-

Damian DiFeo: Owner- Layout and Testing Supervisor

Damian brings 15 years of experience in structured cabling communications systems to the clients of Rocky Mountain Telecom and Data, Inc. He is an RCDD (Registered Communication Distribution Designer) and BICSI certified. Customer service and satisfaction of RMTD's clients is his highest priority. Damian is also a volunteer Captain and a certified fire inspector at the Fairmount Fire Protection District and has been a volunteer Firefighter for 20 years. He is well versed in the National Electrical Code, National Fire Protection Agency Codes, International Fire Codes, International Building Codes and Local/State codes and ordinances. This knowledge helps insure all installs meet or exceed all codes and standards.

Dan Belt- Senior Operations Manager- Installation Supervisor

Dan has 26 years experience in communications and has been with RMTD for 14 years. Eighteen years of Dan's experience comes from the installation and service of PBX phone systems. He is BICSI certified and holds certifications with TE, AMP and Commscope/Uniprise. Dan is adept in T-1 circuits, paging systems, cable infra- structure and data network problems. This experience is essential in ensuring the proper diagnosis and repair of systems for our customers. Dan also oversees many cable jobs large and small to ensure schedules are met and all systems are properly installed.

Eric Masten- General Manager (Grand Junction Office)

Eric started with RMTD in January, 2009 and brings with him 15 years experience in communications installation and management. Eric is the General Manager of the Grand Junction office and is responsible for all business development and operations on the western slope. He holds certifications with Siemon, Commscope/Uniprise, TE and Leviton. Eric has lived and worked on the western slope for the past 12 years and knows what is necessary to meet the needs of RMTD's customers in Grand Junction and the surrounding mountain communities.

Ramon Abeyta- Project Manager and Crew Leader

Ramon has worked for RMTD since 2009 and brings with him 12 years experience in communications installation with multiple certifications including Commscope/TE, Siemon and Leviton products installation. Ramon is our top technician and crew lead for the Grand Junction office and is responsible for handling our bigger jobs. Ramon has worked in the low voltage field on the western slope for the past 10 years and knows what is necessary to meet the needs of RMTD's customers.

Eric Wymore- Lead Technician

Eric has worked for RMTD since 2010 and has 10 years experience in communications installation with multiple certifications including Siemon and Commscope products installation. Eric is one of our top technicians and crew leads for the Grand Junction office and is responsible for handling some of our bigger jobs. Eric has worked in the low voltage field on the western slope for the past 10 years and knows what is necessary to meet the needs of RMTD's customers.

- **Industry Designations:**
 - BICSI RCDD Specialist (Registered Communication Distribution Designer)
- **Certified Installation Partners for:**
 - Commscope
 - Tyco/AMP/NETCONNECT
 - Siemon
 - Hubbell
 - Valcom Paging Systems
 - ADC/Krone
- **Qualified Installers of:**
 - Leviton
 - Commscope/TE
 - Siemon
 - Systimax/Uniprise
- **Our Clients Include:**
 - City of Grand Junction
 - Department of Military and Veterans Affairs (Colorado Army National Guard)
 - Grand River Hospital, Rifle, Colorado
 - Primary Care Partners
 - Colorado Mesa University
 - Mesa County Valley School District 51
 - Motorola

- North Colorado Surgery Center
- Routt County Justice Center
- Steamboat Springs School District
- Swedish Medical Center



REFERENCES:

COMPANY NAME Grand River Hospital
Contact Name Diana Murray-Vardaman
Contact Title IT Director
Business Address 501 Airport Road, Rifle, Colorado
Phone Number 970-625-6559
Email Address dmurray@grhd.org

Recent Projects: New Surgery Addition/Renovation, Radiology Dept. Remodel, Care Center Offices.

COMPANY NAME Primary Care Partners
Contact Name Michael Miller
Contact Title IT Director
Business Address 3950 N. 12th Street, Grand Junction, Colorado
Phone Number 970-254-2625
Email Address mmiller@pcpgj.com

Recent Projects: New WAP cabling, Red Canyon Family Medical, Tabguache Sports Medicine.

COMPANY NAME EC Electric/FCI Constructors
Contact Name Dustin Riddle/Bruce Curry
Contact Title Owners
Business Address 2535 W. Pinyon Avenue, Grand Junction, Co. 81505
Phone Number 970-241-3302
Email Address driddle@ec-electric.com

Previous Projects: Eastbank PK-12 school- Glenwood Springs, Colorado Mesa University-Tomlinson Library Addition, Rio Blanco Justice Center, Meeker, Colorado.

COMPANY NAME City of Grand Junction
Contact Name Richard White
Contact Title Network and Security Manager
Business Address 250 North 5th Street, Grand Junction, Co. 81501
Phone Number 970-244-1526
Email Address richardw@ci.grandjct.co.us

Previous Projects: Grand Junction Public Safety Building, New Orchard Mesa Fire Station #4, CNG Building, Avalon Theater Remodel.

CURRENT SIMILAR PROJECTS- At this time we are working on the following cabling projects- VA Hospital-3rd floor Renovations and DMVA One Source Building in Grand Junction and Red Sandstone Elementary School in Vail.

Strategy and Implementation Plan

This is an overview of the procedures for installation. Under certain conditions these procedures may change due to scope of work and/or conditions.

Overview

- **Preconstruction**
- **Labeling**
- **Cable Installation Rough In**
- **Cable Installation Trim Out (Head End and Location)**
- **Testing**
- **Demolition of Existing Data Cable**
- **Final Walkthrough**

Preconstruction and Mobilization

RMTD shall schedule a coordination meeting at least 2 weeks ahead of start date with IT department as to the best way and where to proceed in dividing work up in to sections of the building for new data cabling installation.

RMTD will work with IT to draft a schedule for these areas of work.

RMTD will work in these divided sections one at a time until cabling and crossover by IT is complete. Hopefully this will keep work from being as least disruptive as possible.

As discussed in pre-bid meeting, work will take place during normal working hours.

It is understood that all work is to be completed by 12/29/19.

Labeling

Initial labeling of the prints will be based on customer's preferred labeling scheme or prints shall be marked in numerical order clock-wise from Server Room.

Cable Installation Rough In

Pathways- RMTD shall provide core holes and fire stop sleeves from 2nd to 1st floor as needed for cable pathways. Interior pathways shall be installed in a logical way from Server Room. Ladder rack will be installed from hallway entrance to server room enclosures. Pathways will be as straight as can be and have 90 degree turns. All sleeves and supporting hardware will be hung and set before cable is pulled. J-hook supports will be installed four to five feet apart where necessary or where cable tray does not exist. After cable is pulled, cable shall be dressed back and Velcro will be used in between supports and at ninety's.

Cable Pulling- Cable boxes should be set up at the telecom closet or closest possible point. Cable should be pulled in order from longest to shortest point. Cable will be labeled with thermal printer labels.

Head End - Cable will be bundled into groups of 24 as it's pulled; (1-24, 25-48, 49-72, etc.) then hung until ready to trim.

Location- Cables will be dropped into new locations as close to existing data locations as possible. New locations will be cut in with cable or coiled in ceiling by location drop. If ready, cable will be dropped and about one foot in box. A four to six foot service coil should be hung above ceiling from nearest support.

Cable Installation Trim Out

Server Room- Ladder rack shall be mounted before cable is dressed in. Cable shall have at least a six to ten foot service coil above racks and dressed appropriately with Velcro. Data cables will be dressed in bundles of 48 from above rack into enclosures and then in bundles of 24 in enclosure to patch panel. Bundles of 24 will alternate from side to side. Example (1-24 is dressed in with 49-72, 25-48 is dressed with 73-96) Patch panels will be installed at least one rack unit from top. There will be a wire manager in between patch panels.

Location- The location cables will be trimmed with a few inches of cable slack. Cable will have a label on the cable. Face plates will be labeled the same way inside the ID windows of the face plates and centered. Labeling and position of jacks will be based on customer's preference.

Testing and Asbuilts

All cables will be tested and certified with a Fluke tester.

Test Results will be provided electronically and as-builts provided to owner.

Demolition of existing Data Cabling

Once new data cabling is installed and crossover by IT personnel is complete, RMTD will remove obsolete data cabling

Final Walkthrough

RMTD will walk the job at completion and with customer to make sure that everything is completed to customer's satisfaction and present them with warranty.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Rocky Mountain Telecom & Data, Inc.
13401 West 43rd Drive, Unit #12
Golden, CO 80403

SURETY:

(Name, legal status and principal place of business)

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

Mailing Address for Notices

9025 N. Lindbergh Drive
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Grand Junction, Colorado
250 North 5th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date:

Amount: \$ \$255,433.00 (Two Hundred Fifty-five Thousand Four Hundred Thirty-three And No/100)

Description: RFP-4533-19-SDH - City Hall Structured Cabling Rewire, Grand Junction, CO
(Name and location)

BOND

Date: 4-22-19

(Not earlier than Construction Contract Date)

Amount: \$ \$255,433.00 (Two Hundred Fifty-five Thousand Four Hundred Thirty-three And No/100)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Rocky Mountain Telecom & Data, Inc.

Signature:

Name: Damian O'Keefe
and Title: President / CEO

SURETY

Company: (Corporate Seal)
Contractors Bonding and Insurance Company

Signature:

Name: Ashlea McCaughey
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes Murphy
7600 East Orchard Road, Suite 230 South
Greenwood Village, CO 80111
(720) 622-8245

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. RCB0004620

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Rocky Mountain Telecom & Data, Inc.
13401 West 43rd Drive, Unit #12
Golden, CO 80403

SURETY:

(Name, legal status and principal place of business)

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
Mailing Address for Notices
9025 N. Lindbergh Drive
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Grand Junction, Colorado
250 North 5th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date:

Amount: \$ 255,433.00 (Two Hundred Fifty-five Thousand Four Hundred Thirty-three And No/100)

Description: RFP-4533-19-SDH - City Hall Structured Cabling Rewire, Grand Junction, CO
(Name and location)

BOND

Date: 4-22-19

(Not earlier than Construction Contract Date)

Amount: \$ 255,433.00 (Two Hundred Fifty-five Thousand Four Hundred Thirty-three And No/100)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Rocky Mountain Telecom & Data, Inc.

Signature: 

Name: Damion DiFeo
and Title: President/CEO

SURETY

Company: (Corporate Seal)

Contractors Bonding and Insurance Company

Signature: 

Name: Ashlea McCaughey
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes Murphy
7600 East Orchard Road, Suite 230 South
Greenwood Village, CO 80111
(720) 622-8245

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Todd D. Bengford, Sarah C. Brown, Don Appleby, Mark Sweigart, Florietta Acosta, Susan J. Lattarulo, Ashlea McCaughey, jointly or severally

in the City of Greenwood Village, State of Colorado its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of April, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 15th day of April, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



