



Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

**Supplier:**

ANM - Advanced Network Management  
4001 Jefferson Plaza NE  
ALBUQUERQUE, NM 87109

**Ship To:**

1340 Gunnison Avenue  
GRAND JUNCTION, CO 81501  
UNITED STATES

**Bill To:**

City Hall  
250 N 5th Street  
GRAND JUNCTION, CO 81501  
UNITED STATES

SUPPLIER #: 11342  
FAX#:  
EMAIL:

**Order Number**  
**GJPO100559**

**Order Date**  
**07/24/2025**

SOLICITATION #:  
NOTES: Contract Award for RFP-5686-25-KF

Security System Design, Equipment, and Installation for the New GJCRC (Contract RFP-5686-25-KF)

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor jenniferh@gjcity.org		Phone 1-970-254-3842	Net Terms Net 30	Date Required 07/23/2025	
QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Security System Design, Equipment, and Installation for the New GJCRC		51,419.58
<b>Total</b>					<b>51,419.58</b>

Approved:



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

CONTRACT

This CONTRACT made and entered into this 25<sup>th</sup> day of June 2025, by and between the **City of Grand Junction**, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Advanced Network Management, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS the Owner received a comprehensive price proposal from the Contractor encompassing all that is required for the provision of the Work delineated within the Contract Documents, referred to herein as the **Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center, RFP-5686-25-KF**.

WHEREAS, the Owner has awarded the contract to the above-named Contractor and said Contractor is now ready, willing, and able to provide the Work specified under the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the Parties hereto that the following list of instruments, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of the said instruments, and documents taken together as a whole constitute the Contract between the Parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of the contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Contractor's Revised Quote
- c. Contractor's Response to Interview Requests
- d. Contractor's Response to Clarification Letter
- e. Solicitation Documents, including all Addenda: **Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center, (RFP-5686-25-KF)**
- f. Contractor's Response to the Solicitation

- g. Work Change Requests (directing changed work to be performed)
- h. Field Orders
- i. Change Orders
- j. Amendments

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Work: The Contractor shall, at its sole cost and expense, provide all labor, supervision, materials, equipment, tools, transportation, documentation, training, and other resources necessary to fully perform the work described in and required by the Contract Documents.

Such work shall include all tasks required to complete the Scope of Work, as set forth in the solicitation and incorporated herein, whether specifically listed in this section, and shall be provided in accordance with the standards of care, skill, and diligence normally practiced by recognized professionals in the field.

All work shall be performed in a timely, safe, and workmanlike manner, and in compliance with all applicable federal, state, and local laws, regulations, codes, and ordinances.

No additional charges beyond the agreed not-to-exceed amount shall be permitted unless expressly authorized in writing by the City.

## ARTICLE 4

Contract Time: Adherence to the timeline is imperative for the fulfillment of this Contract. The Contractor hereby commits to initiating the provision of the Work stipulated herein upon the full execution of this Contract and undertakes to complete and deliver the Work within the timeframes delineated in the Contractor's proposal.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept, as full and complete compensation for the satisfactory performance and completion of all of the Work described in and required by the Contract Documents, a **not-to-exceed** amount of **Fifty-One Thousand Four Hundred Nineteen Dollars and Fifty-Eight Cents (\$51,419.58)** (the "Contract Price").

This amount is all-inclusive and represents the maximum compensation for the Contract. The Grand Junction City Council has duly appropriated and authorized the Contract Price for the use and benefit of the Project described herein. The Contract Price shall not be modified or adjusted except through the execution of a duly authorized **Change Order** or other written directive issued by the Owner in accordance with the terms of this Contract.

No Change Order or written directive that would increase the total amount payable to the Contractor under this Contract shall be issued unless and until the Owner provides the Contractor with written assurance that lawful appropriations sufficient to cover the costs of such additional work have been made. The Contractor acknowledges and agrees that it shall not be entitled to payment for any work or services performed more than the Contract Price in the absence of such prior written authorization and appropriation by the Owner.

ARTICLE 6

Contract Binding: The Owner and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents. Specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested on its behalf; and the Contractor has signed this Contract on the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
By: Duane Hoff Jr.  
8F7F390F3AB048E8AE417AED4EAABB1D  
Duane Hoff Jr., Contract Administrator

7/25/2025  
Date

Advanced Network Management, Inc.

Signed by:  
By: Sean McCroskey  
1040074E720E4F3...  
Sean McCroskey, Director of Sales

7/25/2025  
Date





Revised Quote 07/15/2025

Customer Name: City of Grand Junction

Project Name: RFP-5686-25-KF - Security System for Community Recreation Center

Date : 7/15/2025

Primary SA Casey Duffey

AM: Jeff Horning

Vendor	Manufacturer	Model	Description	Qty	MSRP/List	Each Sale Price	Total Sale Price
Verkada	Verkada	ACC-VBX-200WH	Backup Battery for BP52 Alarm Panel, 200WH (New Alarms, US	1	\$ 199.00	\$ 130.44	\$ 130.44
Verkada	Verkada	BP52-HW-NA	BP52 32-Zone Alarm Panel, North America Type B Plug (New	1	\$ 899.00	\$ 589.29	\$ 589.29
Verkada	Verkada	BK22-HW	BK22 Touchscreen Alarm Keypad (New Alarms, US and Canada Only)	3	\$ 399.00	\$ 261.54	\$ 784.62
Verkada	Verkada	BR33-HW	BR33 Wireless Panic Button	6	\$ 99.00	\$ 64.89	\$ 389.34
Verkada	Verkada	LIC-BX-MB-3Y-CAP	3-Year Basic Alarms License for 1 Site (New Alarms, US and Canada Only)	1	\$ 1,800.00	\$ 1,179.90	\$ 1,179.90
Verkada	Verkada	BR31-HW	BR31 Wireless Door Sensor	39	\$ 99.00	\$ 64.89	\$ 2,530.71
Verkada	Verkada	BR32-HW	BR32 Wireless Motion Sensor	24	\$ 99.00	\$ 64.89	\$ 1,557.36
Verkada	Verkada	ACC-CEL-LTE-2	Cellular Backup Communicator for BP52 Alarm Panel (New Alarms, US and Canada Only)	1	\$ 349.00	\$ 228.77	\$ 228.77
Verkada	Verkada	LIC-BX-CEL-3Y-CAP	3-Year Cellular Backup License for ACC-CEL-LTE-2	1	\$ 849.00	\$ 556.52	\$ 556.52
Verkada	Verkada	WH52-HW	WH52 Wireless Hub (New Alarms, US and Canada) Only)	8	\$ 599.00	\$ 392.64	\$ 3,141.12
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
Accutech	Superior Essex	77-240-2B-VP	CAT 6 BLUE PLENUM 1000' REEL	4		\$ 345.00	\$ 1,380.00
Accutech	Klein	VDV826-703	CAT 6 CONNECTOR BLUE 50-Pack	1		\$ 69.00	\$ 69.00
						\$ -	\$ -
						\$ -	\$ -
ANM	ANM	Misc	Miscellaneous Zip Ties, Velcro Straps, J Hooks etc.	1		\$ 575.00	\$ 575.00
						\$ -	\$ -
							\$ 13,112.07

Equipment SUB-TOTAL		Customer TOTALS
Labor SUB-TOTAL		\$ 13,112.07
Total		\$ 38,307.51
		\$ 51,419.58

# AN ANM SOLUTION FOR:

CITY OF GRAND JUNCTION

REQUEST FOR PROPOSAL  
RFP-5686-25-KF  
SECURITY SYSTEM DESIGN, EQUIPMENT, AND  
INSTALLATION FOR THE NEW CITY OF GRAND  
JUNCTION COMMUNITY RECREATION CENTER

RESPONSE TO INTERVIEW REQUESTS

JULY 15, 2025



Presented By:

**Jeff Horning**

Account Manager

970.778.2111

[jeff.horning@anm.com](mailto:jeff.horning@anm.com)

**anm**<sup>o</sup>



## RESPONSE TO INTERVIEW REQUESTS

July 15, 2025

Ms. Kathleen Franklin  
City of Grand Junction

Dear Ms. Franklin,

Thank you for your request for clarification regarding our proposal for RFP-5686-25-KF. We appreciate the City's diligence in reviewing all responses and are pleased to offer the following clarifications:

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### 1. Hardware Scope and Labor

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We have provided a revised Pricing Proposal to include:

Our original quoted items specifically requested in RFP:

- One (1) Verkada BP52 32-Zone Alarm Panel
- One (1) Verkada Battery Backup for BP52 Alarm Panel
- Three (3) Verkada BK22 Touchscreen Alarm Keypads
- Six (6) Verkada BR33 Wireless Panic Buttons
- One (1) Basic Alarms License for One Site

Along with these added components

#### **Motion Detection Coverage**

To provide comprehensive coverage across interior spaces, including high-traffic corridors and public zones, we propose the installation of:

- 24 Verkada BR32 Wireless Motion Sensors

Placement recommendations are based on motion coverage zones depicted on Drawings T311, T312, and T314.

#### **Door Contact Sensors**

To monitor perimeter entry points as shown on Drawing T101, we recommend:

- 39 Verkada BR31 Wireless Door Contact Sensors

These sensors will be deployed on all primary and secondary exterior access doors to ensure full perimeter integrity.

#### **Wireless Communication Infrastructure**



To ensure reliable and encrypted communication between all sensors and the central alarm system, we propose:

- 8 Verkada WH52-HW Wireless Hubs

Strategically placed to ensure optimal signal strength and sensor range throughout the building. Each hub supports up to 60 wireless devices with a typical indoor range of 150–300 feet.

### **LTE Cellular Backup Module**

To ensure reliable communication during a local network failure, the following cellular backup components are included:

- ACC-CEL-LTE-2 – Verkada Cellular Backup Module: This module connects directly to the BP52 Alarm Panel and provides cellular failover communication, ensuring alarm signals are transmitted even during internet outages.
- LIC-BX-CEL-3Y-CAP – 3-Year LTE License: This license activates the LTE module for a full 3-year period and includes data transmission to Verkada’s cloud infrastructure. It ensures continuous service without reliance on wired internet access.

This backup solution helps ensure uninterrupted alarm reporting to Verkada Command in compliance with modern life safety and intrusion detection standards.

### **Structured Cabling & Network Integration**

ANM will provide and install:

- 11 new Cat6 cable runs  
From the alarm panel (BP52), keypads (BK22), and WH52 hubs to the nearest IDF location, based on site logistics.  
All devices will be terminated and labeled.

We are assuming that the existing switches within each IDF are PoE-capable and have available ports, either through the patch panel or direct switch connections. If not, ANM can provide separate pricing for additional PoE switching and patch panel capacity as needed.

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### **Labor and Travel Scope Narrative**

To support the installation and configuration of the Verkada alarm system at the Grand Junction Recreation Center, the following labor and travel efforts have been estimated and allocated:

- **163.70 Hours – Structured Cabling Technicians (SS-CABLE-TECH):**  
Includes all low-voltage labor required for pulling, terminating, labeling, and testing Cat6 cabling to support the alarm panel, keypads, wireless hubs, and required network drops back to the IDF. This also includes mounting and physical placement of the Verkada devices.
- **8 Hours – Verkada-Certified Engineer Programming (SS-ENG-PROG):**  
Engineering time includes the programming of alarm zones, keypad configurations,



wireless sensor enrollment, and integrating the system into Verkada Command with customer-specific naming conventions and alert preferences.

- **16.37 Hours – Project Management (SS-PM):**

Dedicated project management ensures scheduling alignment with city staff, coordination with on-site trades, change order tracking, communication with stakeholders, and documentation of the installed system for turnover.

- **1 Unit – Travel (SS-TRAVEL):**

A flat-rate travel block includes technician travel time, fuel, lodging, if necessary, per diem, and all other associated costs required to mobilize our installation team from our regional office to the Grand Junction site.

**Travel Notes (PS-SS-EXPENSE):**

- Number of People: 2.00
- Number of Days: 10.23
- Drive Time: 32.00 hours
- Hotel & Per Diem Rate: \$225.00 per day, per person
- No air travel is anticipated for this deployment

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## 2. Additional Revisions and Clarifications

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**1 Year Workmanship:**

- We provided clarification with ANM Response for City of Grand Junction\_Clarification submittal in response to previous questions. We amend: ANM Support - We will provide 1 Year Workmanship

**Monitoring:**

- Monitoring is Included with Basic Alarm License (3 Year license included on quote)

The Verkada Basic Alarm License provides professional alarm monitoring services, but it does not include video verification.

This means:

When an alarm event is triggered, a monitoring agent is notified, but they will not review camera footage to verify if a person is present before raising the alarm. Instead, the customer will receive an immediate notification (email, SMS, and phone call) from the monitoring agent that an alarm has been raised. Customers who have Verkada cameras can then review the footage themselves to assess if there is a genuine threat.



Even without video verification, the Basic Alarm License still provides access to the full Verkada Alarms platform, including:

**Alarm Triggers:** You can configure any Verkada device (cameras, intrusion sensors, access control devices, and environmental sensors) to trigger an alarm.

**Alarm Responses:** You can define various responses to an alarm, such as sending notifications, initiating lockdowns, or activating deterrence devices like sirens or strobe lights.

**System Settings:** You can manage various settings, including arm/disarm schedules and user key codes.

It's important to note that if an alarm site on the Basic License raises more than 15 alarms in a calendar month, Verkada will provide a warning. If the high alarm volume persists into a second month, events beyond the 15th will no longer be sent to the monitoring center and will only trigger notifications directly to the designated contacts.

### **Advanced Monitoring:**

Advanced Monitoring has not been included with pricing. This can be added LIC-BX-MA-3Y-CAP - 3-Year Advanced Video Alarms License for 1 Site for \$2,949.75 (3 Year License).

Verkada's Advanced Monitoring capabilities, often bundled within its Alarm Licenses, offer a comprehensive and proactive approach to security monitoring. Here's a breakdown:

**24/7 Professional Monitoring:** This involves a team of trained agents available around the clock to monitor alarm events.

**Video Verification:** A key feature, especially with higher tiers of licenses, allows monitoring agents to review video footage of a trigger event to confirm the presence of a person before raising an alarm, reducing false alarms and improving the efficiency of police response.

**AI-Powered Detection and Analytics:** Verkada cameras leverage advanced AI for features like:

**Person and Vehicle Detection:** Cameras use computer vision to detect and alert monitoring agents to the presence of individuals and vehicles.

**Person of Interest Alerts:** Alerts can be triggered when a pre-selected individual is detected on-site based on facial matches.

**Perimeter Security and Detection:** Alerts can be set up for loitering, line-crossing, or motion in designated areas to protect restricted zones.

**License Plate Recognition (LPR):** Telephoto cameras can monitor and capture license plate numbers, offering real-time monitoring and streamlining vehicle investigations.

**Occupancy Trends and People Heatmaps:** Provide insights into foot traffic and space utilization.

**Variety of Alarm Triggers:** Beyond cameras, Verkada supports a range of devices as alarm triggers, including:

Intrusion sensors (wired and wireless).

Access control events (e.g., unauthorized access attempts).



Environmental sensors (detecting temperature, humidity, air quality, etc.).

Customizable Response Flows: Organizations can define the agent response for each site, including actions like:

- Calling designated contacts.
- Talking down to intruders through on-site speakers.
- Requesting police dispatch when necessary.

Centralized Management and Control: All alarm sites, events, devices, users, and settings can be managed via the cloud-based Verkada Command platform.

Mobile Access: Users can remotely view and manage alarm events, arm/disarm the system, and access a digital panic button through the Verkada Command or Verkada Alarms mobile apps.

Automated Alerts and Notifications: Customers receive notifications of raised alarms via email, SMS, and phone calls.

In essence, Verkada's Advanced Monitoring provides organizations with a robust and intelligent security system that combines professional monitoring with advanced AI-powered video analytics and real-time alerts to detect, verify, and respond to threats proactively.

The Verkada Basic Alarm License provides professional alarm monitoring services, but it does not include video verification

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### 3. Network Technical Specifications

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#### 1. General Network Requirements

- DHCP-enabled IPv4 network (no static IPs required)
- All devices require outbound internet access (HTTPS)
- No inbound NAT, port forwarding, or VPN required

#### 2. Device Connectivity

Device	Connection Type	Notes
BP52 Alarm Panel	Ethernet (PoE or AC)	LAN with internet access required
BK22 Keypad	Ethernet (PoE) or RS-485	RS-485 direct to BP52 if not networked
WH52 Wireless Hub	Ethernet (PoE)	Same subnet as BP52; connects to sensors



Wireless Sensors	900 MHz proprietary link	Connect to WH52, no Wi-Fi required
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3. Firewall & Port Settings

- Allow outbound access to the following:
- TCP Port 443: \*.verkada.com (main cloud service)
  - UDP Port 123: NTP time synchronization
  - UDP/TCP Port 53: DNS resolution

4. Bandwidth Requirements (per device average)

Device	Bandwidth (approx.)
BP52 Panel	10–50 Kbps
WH52 Hub	5–10 Kbps
BK22 Keypad	5–20 Kbps
Sensors	Negligible

5. Security & Management

- Devices are certificate-authenticated with Verkada Command
- All communications use TLS 1.2+ encryption
- Devices are managed via cloud dashboard (Command)
- No local web interfaces or open ports required

6. Optional VLAN Design

- Devices may be segmented via VLAN for logical separation
- All must have access to DNS and internet
- Keep WH52, BP52, and BK22 in same Layer 2 subnet if communicating locally

We are committed to delivering a future-ready, scalable, and reliable solution tailored to the City's long-term needs. Please let us know if any additional clarification or adjustments are needed.

Sincerely,  
*Jeff Horning*  
Jeff Horning  
Account Manager





**CITY OF GRAND JUNCTION**

RFP-5686-25-KF

RESPONSE TO CLARIFICATION LETTER

---

Advanced Network Management, Inc.  
[jeff.horning@anm.com](mailto:jeff.horning@anm.com) | 970.778.2111

# AN ANM SOLUTION FOR:

CITY OF GRAND JUNCTION

REQUEST FOR PROPOSAL  
RFP-5686-25-KF  
SECURITY SYSTEM DESIGN, EQUIPMENT, AND  
INSTALLATION FOR THE NEW CITY OF GRAND  
JUNCTION COMMUNITY RECREATION CENTER

RESPONSE TO CLARIFICATION LETTER

JULY 11, 2025



Presented By:

**Jeff Horning**

Account Manager

970.778.2111

[jeff.horning@anm.com](mailto:jeff.horning@anm.com)

**anm**<sup>o</sup>



## RESPONSE TO CLARIFICATION LETTER

July 11, 2025

Ms. Kathleen Franklin  
City of Grand Junction

Dear Ms. Franklin,

Thank you for your request for clarification regarding our proposal for RFP-5686-25-KF. We appreciate the City's diligence in reviewing all responses and are pleased to offer the following clarifications:

### 1. Hardware Scope and Alarm Devices

Our proposed solution does include intrusion detection, anchored by the Verkada BP52 32-Zone Alarm Panel. However, we acknowledge that our itemized list focused primarily on the core panel, keypads, and panic buttons, and did not explicitly list intrusion-specific sensors such as door contacts, motion detectors, or glass break sensors.

This was a deliberate design choice. Per Addendum 3, vendors are encouraged to determine the most cost-effective sensor mix. We intended to collaborate with City stakeholders post-award to finalize sensor selection based on building layout and operational needs.

If desired, we can revise the quote to include a typical intrusion sensor package (e.g., door contacts and motions) to meet perimeter and interior protection standards.

### 2. Reference to Access Control

The reference to access control in our cover letter was intentional and based on industry-standard integration practices. In modern deployments, intrusion detection is not commonly implemented as a standalone system. The Verkada platform we are proposing is a unified security ecosystem, encompassing:

- Intrusion detection (via BP52 + sensors)
- Access control (optional, if desired in future)
- Video surveillance (with native integration for visual verification)

Even though access control is not part of this specific scope, the system's architecture is designed to support it natively — offering the City an upgrade path without needing to rip and replace or operate disparate systems.



### **3. Cloud-Based Storage and Cybersecurity**

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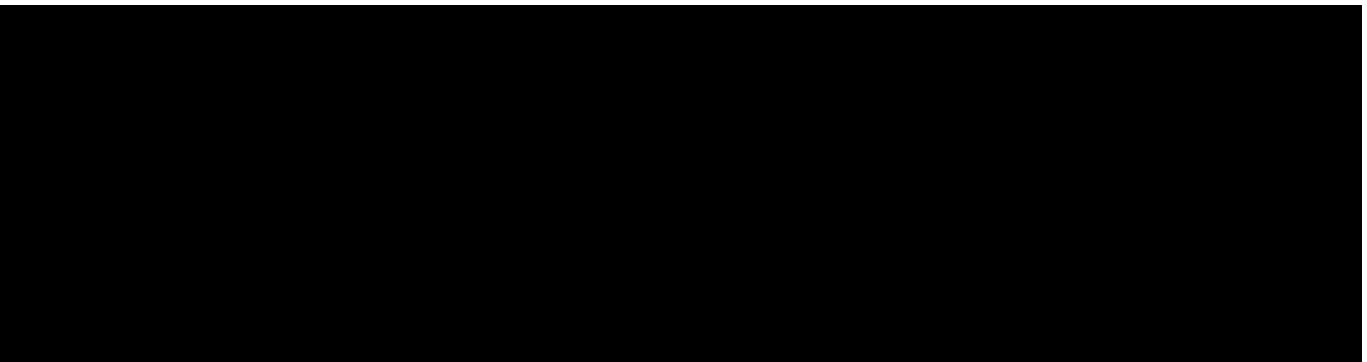
Verkada's Command platform uses [REDACTED] encryption in transit, and enforces role-based access controls. The solution is SOC 2 Type II compliant and operates within U.S.-based data centers. Full audit logs are retained for all user actions. The platform meets or exceeds typical municipal cybersecurity standards and can be reviewed with your IT team upon request.

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### **4. System Integration with Existing Infrastructure**

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We will work with the City's IT and facility teams to ensure proper integration with:



### **5. LTE Compatibility**

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The quoted solution does not currently include a cellular LTE device, as we recognize that the City may already have contracts or preferred providers for cellular services. After award, we will work directly with the City to determine the most appropriate LTE module based on compatibility, coverage, and any existing municipal agreements with cellular carriers. Verkada supports LTE connectivity via several certified modules, and we will ensure whichever option is selected fully satisfies the RFP's requirement for "cellular-based dial-out" communication.

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### **6. Clarification on Proposed Fee (\$6,049.79)**

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The proposed fee includes:

- System design and installation
- Labor (including the work by Hyper 30 Data at \$2,688.70)
- Basic training and documentation
- Equipment and licensing

Shipping and tax are excluded in the quote but will be billed based on actuals. Hyper 30's costs are embedded in the "ANM Professional Services" line item.



## **7. 911 Connectivity and Warranty Coverage**

---

The panic buttons can be configured to dispatch police, correct. This can be accomplished through integration with the Verkada platform's alerting system, which can be tied into escalation paths that trigger emergency response. Local dispatch involvement would be coordinated during implementation.

Verkada hardware carries a 10-year manufacturer warranty, which covers defects and hardware failure. Labor performed by ANM is warrantied for 30-days post-installation.

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## **8. Warranty and Support Services**

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The proposed solution includes comprehensive support coverage from both Verkada and ANM:

### **Verkada Support**

- 24/7 Technical Support via chat, phone, and email – included at no additional cost
- Customers may review real-time support statistics from Verkada's platform to verify response speed and resolution quality
- 10-year manufacturer warranty on all hardware
- Free software and firmware updates for the life of the system

### **ANM Support**

- 30-day workmanship warranty on installation quality
  - Best-effort response alignment with Verkada
  - Standard Support: 8x5 with 24-hour turnaround for non-critical issues
  - Emergency Response: Escalation path for urgent system issues
  - Optional Support: Annual health checks, advance replacement support, and SLAs available
- 

## **9. Implementation Team and Subcontractor Management**

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ANM will assign a dedicated Project Manager who oversees:

- Coordination with City staff and general contractor
- Scheduling and milestone management
- Oversight of Hyper 30 Data for all cable, mounting, and device installation

All subcontractors are managed under ANM's scope with completion checklists and final QA walk-throughs.



## 10. Project Timeline Feasibility

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While the 8-day timeline is achievable under ideal conditions, we understand construction sequencing and coordination may necessitate adjustments. We are flexible and will align with the site readiness and stakeholder availability.

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## 11. Post-Installation Services

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Post-deployment, ANM will provide:

- User training (two sessions for up to 10 participants each)
- System documentation and as-builts
- System walkthrough and testing of all alarms and panic workflows
- Ongoing support access to both ANM and Verkada

We are committed to delivering a future-ready, scalable, and reliable solution tailored to the City's long-term needs. Please let us know if any additional clarification or adjustments are needed.

Sincerely,

*Jeff Horning*

Jeff Horning  
Account Manager  
Advanced Network Management, Inc.  
[jeff.horning@anm.com](mailto:jeff.horning@anm.com) | 970.778.2111



## **Request for Proposal**

RFP-5686-25-KF

# **Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center**

### **Proposal Deadline**

June 27, 2025, before 1:00 p.m. (Mountain Daylight Time)

### **Electronic Submission Only**

Proposals Must Be Submitted Exclusively Through  
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

### **Important Notice**

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

### **Virtual Solicitation Opening**

All City solicitation openings will be conducted virtually.  
For meeting access and participation details, refer to Section 1.8.

### **Purchasing Agent Contact**

Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
970-244-1513

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Event and Details	Date
<b>Solicitation Issued/Posted</b> Published via BidNet® Direct – RMEPS	May 30, 2025
<b>Deadline for Questions</b> No questions will be accepted after the close of business on this date	June 16, 2025
<b>Final Addendum Issued</b> (if applicable)	June 18, 2025
<b>Proposal Submission Deadline</b> Electronic submission via BidNet® Direct only	June 27, 2025, before 1:00 p.m. MDT
<b>Evaluation of proposals</b> Internal review by City-appointed committee	June 27 – July 7, 2025
<b>Interviews (if required)</b> Virtual or in-person, by City invitation only	Week of July 14, 2025
<b>Notice of Intent to Award</b> (tentative) Subject to final evaluations and interview outcomes	July 22, 2025
<b>City Council Approval</b> (if required) For contracts meeting the approval threshold	August 6, 2025
<b>Contract Execution</b> Contingent upon Council approval and funding availability	August 11, 2025



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**Online Documents:**

[Community Recreation Center Information](#)

## Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin

[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

- 1.4. **Purpose:** The City of Grand Junction, Colorado, is soliciting proposals from qualified security system contractors to design, furnish, install, and commission a fully integrated turnkey security system for the new Community Recreation Center. The system shall enhance facility safety and security while delivering reliable, user-friendly access control for authorized personnel.

Due to ongoing construction and facility planning, timing, system integration compatibility, and coordination with stakeholders are critical to project success.

Section 4.0 of this solicitation outlines the project objectives, technical specifications, performance expectations, and facility-specific requirements ("Scope of Services"). All services must be delivered in full compliance with the terms and conditions specified in this solicitation and shall be incorporated into the resulting Contract, if any.

- 1.5. **The City:** The City will act by and through its authorized representative(s).
- 1.6. **Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that

might impact its/his/her understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.

- 1.7. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.8. Submission:** Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

To participate in the public proposal opening, please refer to the following virtual meeting information:

***Solicitation Opening, Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center***

**Solicitation Number: RFP-5686-25-KF**

**Date/Time: June 27, 2025, 1:00 p.m. (America/Denver)**

**Please join the meeting from a computer, tablet, or smartphone:**

<https://meet.goto.com/515334341>

**Or dial in using a phone.**

Access Code: 515-334-341

United States: [+1 \(571\) 317-3122](tel:+15713173122)

**To join from a video-conferencing room or system:**

*Meeting ID: 515-334-341*

*Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)*

*Or dial directly: 515334341@67.217.95.2 or 67.217.95.2##515334341*

*Get the app now and be ready when the meeting starts:*

<https://meet.goto.com/install>

- 1.9. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Proposer, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file—including all responsive proposals—shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.10. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.
- 1.11. Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.12. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.13. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.14. Altering the Proposal:** The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline.
- 1.15. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.16. Withdrawal of a Proposal:** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the

entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to the contract must be made through a duly executed Change Order or Contract amendment.

**1.19. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. The City is not obligated to respond to questions received after the deadline, and any responses provided will be at the City's sole discretion.

**1.20. Acceptance of Proposal Content:** The Proposal selected by the City, if any, including all representations, commitments, pricing, and supporting documentation, shall be incorporated into and become part of the final Contract Documents. The City reserves the right to clarify or negotiate specific terms prior to contract execution.

Failure by the successful Proposer to accept or fulfill the obligations as outlined in the Contract, including those reflected in the submitted proposal, may result in the cancellation of the award and may disqualify the Proposer from consideration in future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Consultant," "Contractor," or "Firm," or other designation as specified in the Contract Documents.

**1.21. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

**1.22. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

**1.22.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.

**1.22.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.23. Open Records/Confidential Material:** All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, “**Proprietary or Confidential Information**” refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Proposer(s) seeking to designate specific information as confidential or proprietary must:

- 1.23.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.23.2.** Upload confidential information as a separate document; and
- 1.23.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer’s competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.24. Response Material City Ownership:** All proposals submitted in response to this solicitation shall become the City’s sole property upon receipt and will not be returned to the Proposer(s) except at the City’s sole discretion. The City’s rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved “Confidential Material” under Section 1.23.

Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.

**1.25. Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.25.1.** Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
  - A comparison of original schedules to actual completion dates
  - A brief explanation of the methods used to manage timelines and mitigate delays
- 1.25.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.25.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.25.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- 1.25.5.** Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

**1.26. Disqualification of a Proposer:** A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

- 1.26.1.** Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
- 1.26.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Service/Work with the City until reinstated as a qualified Proposer.

**1.27. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

- 1.28. Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.29. Federal Taxpayer Identification Certificate:** Successful Proposer(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.30. Public Opening:** The Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposals will be formally acknowledged during the opening; however, following the nature of an RFP, only the names of the proposing entity will be disclosed. No pricing will be shared at that stage of the process.

## Section 2.0: General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.  
  
If the Proposer's submission deviates in any way from the City's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Services/Work shall be performed and correlated its/his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the specifications contained herein.
- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall obtain and pay for all permits, licenses, inspections, and fees required to complete the installation and commissioning of the security system in accordance with applicable laws and codes.



The Contractor is responsible for ensuring that all work performed complies with all applicable federal, state, and local laws, ordinances, building and electrical codes, fire safety regulations, and City of Grand Junction requirements governing the scope of work.

If the Contractor identifies any conflict between the Contract Documents and applicable regulatory requirements, the Contractor shall notify the City in writing prior to proceeding. The City will issue directions to resolve any such conflicts in the best interest of the project.

Failure to comply with applicable laws or to notify the City of known conflicts shall render the Contractor solely responsible for any resulting violations, fines, corrective work, or delay.

**2.4. Responsibility for those Performing the Services:** The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.

**2.5. Payment & Completion:** The **Contract not-to-exceed amount** shall constitute the maximum total compensation payable to the Contractor for the complete and satisfactory performance of all Services described in the Scope of Work. This includes, but is not limited to, system design, equipment procurement and installation, functional testing, staff training, and delivery of all required documentation.

No payments shall exceed the established not-to-exceed amount without prior written authorization from the City in the form of a formal contract amendment.

Upon full completion of the Work, the Contractor shall submit a written notice to the City's Project Manager indicating readiness for final inspection, along with a final, itemized invoice. The City will conduct a prompt inspection to confirm that all contractual requirements have been met, including:

- Installation and functionality of all specified system components
- Completion of system testing and verification
- Delivery of operations and maintenance manuals, and
- Completion of required staff training.

Final payment will be issued upon the City's determination that the Work is complete, acceptable, and in full compliance with the Contract Documents.

Partial payments may be issued for completed portions of the Work at the City's sole discretion, subject to submission of a detailed invoice reflecting progress made and materials delivered or installed.

All Services shall be performed in a professional and workmanlike manner, consistent with industry standards for commercial security system installation. The Work must comply with all applicable codes, laws, and regulations throughout the duration of the Contract.

- 2.6. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and safety standards governing the protection of persons and property during the performance of the Work.

The Contractor shall implement all necessary measures to safeguard the public, City staff, workers, and adjacent property from damage or injury arising out of or related to the installation and commissioning of the security system. Such measures may include, but are not limited to, the use of protective barriers, signage, controlled access zones, coordination with facility staff, and adherence to established safety protocols.

If any damage, injury, or loss to public or private property results directly or indirectly from the Contractor's acts, omissions, negligence, or failure to comply with the terms of the contract, the Contractor shall, at its sole expense, promptly restore the affected property to a condition equal to or better than its pre-existing state, to the satisfaction of the City.

If the Contractor fails to take timely corrective action, the City reserves the right to perform necessary repairs or mitigation and to recover all associated costs from the Contractor through direct reimbursement or withholding from payments due.

- 2.7. Changes in the Services:** The City may request changes to the Services within the general scope of the contract, including additions, deletions, or other modifications. Such changes shall not invalidate the contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

- 2.8. Minor Changes in the Services:** The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

- 2.9. Correction of Services:** The Contractor shall perform all Services and provide all deliverables in accordance with the standards of care, skill, and diligence normally practiced by professionals performing similar work in the security systems industry. All Work shall comply with the requirements set forth in the Contract Documents and applicable codes and regulations.

If any portion of the Services/Work or deliverables is found to be defective, incomplete, or non-compliant with the Contract requirements, the Contractor shall, at no additional cost to the City, promptly correct or replace the deficient Work to meet the specified standards.

The Contractor shall bear all costs associated with correcting such non-conforming Work, including any additional services required by the City that result directly from

the deficiencies. If the Contractor fails to take timely corrective action, the City reserves the right to remedy the deficiencies and recover all related costs through reimbursement, offset, or other lawful means.

- 2.10. Acceptance Not Waiver:** The City's acceptance or approval of any Service(s)/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any service(s)/Work shall not be construed as a future waiver of any rights under the contract, nor shall it constitute a waiver of any potential claims arising from the performance under the contract.
- 2.11. Change Order/Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.
- 2.12. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval from the City.
- 2.13. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract.

The Contractor warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

- 2.14. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- 2.15. Confidentiality:** While performing Services under the contract, the Contractor may receive or have access to non-public information related to the City's facilities, operations, or security systems. The Contractor shall treat all such information as confidential and shall not disclose it to any third party without the City's prior written consent, except as required by law.

The Contractor shall take all reasonable precautions to safeguard confidential information and ensure that its employees, subcontractors, and agents do the same. This obligation shall survive the completion or termination of the Contract.

Nothing in this provision shall prevent the Contractor from complying with applicable public records laws; however, the Contractor shall provide the City with prompt written notice of any such request and cooperate with the City in seeking to protect exempt or sensitive information where appropriate.

- 2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation.

Any potential conflicts must be disclosed and addressed under applicable laws and the City's policies.

- 2.17. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.18. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when accepted by the City, shall constitute an enforceable agreement equally binding between the City and the Contractor. The Contract represents the entire integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral, including the solicitation documents. The Contract may be amended or modified only by an Amendment.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.20. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:
  - 2.20.1.** The Contractor 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. The Contractor agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
  - 2.20.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that such Contractor is an Equal Opportunity Employer.
  - 2.20.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.21. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- 2.22. Failure to Perform:** If the Contractor fails to fulfill its obligations under the contract—including, but not limited to, timely installation of equipment, adherence to specified technical standards, proper system configuration, provision of training and documentation, or compliance with coordination requirements—the City may, after providing written or documented oral notice, procure substitute labor, materials, or

services from alternate sources. The Contractor shall be responsible for any additional costs or damages incurred by the City due to such failure.

Given that this project involves the delivery of a security system intended to protect a public facility and ensure the safety of employees and patrons, performance failures that materially affect system functionality, compromise public safety, or interfere with the continuity or integrity of operations may result in immediate corrective action. This includes, but is not limited to, withholding payment, suspension of work, or termination of the Contract for cause, at the City's sole discretion.

The City may pursue progressive corrective actions when appropriate. However, the City reserves the right to take immediate action in cases where performance deficiencies pose a risk to safety, delay project milestones, or prevent successful commissioning of the security system in accordance with the project schedule.

**2.23. Failure to Enforce:** The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

**2.24. Force Majeure:** The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

**2.25. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

**2.26. Independent Contractor:** The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 2.27. Services and Work Product:** All documents, drawings, plans, specifications, reports, system configurations, designs, calculations, models, data, manuals, training materials, and any other work product or deliverables developed, prepared, or produced by the Contractor in connection with the contract shall become the sole and exclusive property of the City of Grand Junction upon creation, whether in draft or final form. The Contractor shall retain no ownership, copyright, or proprietary interest in such materials.

All materials and information provided by the City to the Contractor during this engagement—including, but not limited to, technical data, facility drawings, site-specific information, or operational protocols—shall remain the exclusive property of the City. Such materials may not be used, disclosed, reproduced, or distributed by the Contractor for any purpose outside the scope of the contract without the City's express prior written consent.

These provisions shall survive termination or completion of the Contract.

- 2.28. Patents and Copyrights:** The Contractor agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in case of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.29. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Solicitation and/or Contract shall be in the District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.30. Expenses:** All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the City.
- 2.31. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.
- 2.32. Public Funds and Non-Appropriation of Funds:** Payment for services under the contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. The contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

**2.33. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

**2.34. Default:** The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under the contract, at law, or in equity.

**2.35. Piggyback:** Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Contractor and other governmental entities, the contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall establish its own separate contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide its own tax exemption certificates, if applicable.

It is expressly understood that the City is not a party to any contract formed between the Contractor and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing the contract.

**2.36. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

**2.36.1.** "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor's authorized

representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

**2.36.2.** “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

**2.36.3.** The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.

**2.36.4.** A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

**2.36.5.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.

**2.36.6.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.

**2.36.7.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.



- 2.36.8.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.36.9.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

## **Section 3.0: Insurance Requirements**

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance coverage from insurers rated A- or better by A.M. Best and authorized to do business in Colorado. The insurance shall provide sufficient coverage for all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the City. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall secure appropriate retroactive dates and extended reporting periods for any claims-made policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

**(a) Commercial General Liability**

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and  
TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, operations, products, and completed operations. It 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 contain a provision for a severability of interest clause.

**(b) Professional Liability Errors and Omissions**

ONE MILLION DOLLARS (\$1,000,000) per claim, and  
TWO MILLION DOLLARS (\$2,000,000) aggregate

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after services are completed.

(c) **Cyber Liability Insurance**

ONE MILLION (\$1,000,000) for each occurrence, and

TWO MILLION (\$2,000,000) aggregate

The Contractor shall maintain Cyber Liability Insurance covering claims arising from data breaches, privacy violations, or unauthorized access, and failure to protect personally identifiable information (PII), employee records, or system credentials obtained while performing services under the contract.

This coverage shall remain in effect for the duration of the contract and for at least two (2) years after contract termination if remote access or user PII is involved.

(d) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each accident

Coverage must apply to all Contractor-owned, non-owned, and hired vehicles used in connection with the performance of the contract.

(e) **Workers' Compensation and Employers' Liability:** At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

**3.1. Additional Insured Endorsement:** The policies required by paragraphs (a), (c), and (d) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. All such policies above shall be considered primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and non-contributory insurance to that provided by the Contractor.

The Contractor shall be solely responsible for any deductible losses under any policy required above.

## Section 4.0: Specifications/Scope of Services

**4.1. General:** The City of Grand Junction is seeking proposals from qualified security system contractors to provide all labor, materials, equipment, and services necessary to design, furnish, install, and commission a fully operational, **turnkey security system** for the new Community Recreation Center (CRC). The security system shall enhance the facility's safety and security, support day-to-day operational needs, and provide user-friendly access and emergency response capabilities for authorized personnel.

The selected Contractor shall be responsible for delivering a complete system that meets the performance and technical requirements outlined in this solicitation, including the installation of specified components, configuration of system controls, training of City personnel, and provision of all required documentation and warranties.

- 4.2. Background:** In January 2021, the City of Grand Junction adopted its Parks, Recreation, and Open Space (PROS) Master Plan, which identified the development of a Community Recreation Center (CRC) as the top community priority. To support this initiative, voters approved a dedicated funding mechanism through a cannabis sales tax during the municipal election held on April 6, 2021.

Building upon this momentum, a comprehensive Community Recreation Center Feasibility Study was conducted throughout 2022. This planning effort, led by the City Council-appointed Parks and Recreation Advisory Board (PRAB), engaged the community through surveys, focus groups, and public meetings to evaluate and recommend the preferred facility location, amenity mix, funding structure, and building size.

On April 4, 2023, Grand Junction voters approved a ballot measure authorizing the design and construction of the new CRC. The architectural design team, led by Barker Rinker Seacat in partnership with Chamberlin Architects, was selected through a competitive RFP process in 2023. The design incorporates extensive public feedback gathered over several years.

A groundbreaking ceremony for the new facility was held on June 1, 2024, at Matchett Park, marking the commencement of construction. FCI Constructors was selected as the Construction Manager/General Contractor (CMGC) through a separate RFP process. They are responsible for managing the construction, which is anticipated to span approximately two years, with the grand opening scheduled for mid-2026.

The CRC will feature various amenities, including multiple pools, a gymnasium, fitness areas, community rooms, and spaces for physical therapy services in partnership with Intermountain Health St. Mary's Regional Hospital. The facility aims to serve all ages and interests, reflecting the community's input and needs.

- 4.3. Project Overview:** The City is committed to ensuring a safe and secure environment for patrons, staff, and visitors. Therefore, the City is seeking proposals to provide a turnkey security system for the CRC that aligns with facility needs and future operational goals.

#### **4.4. Scope of Services**

**4.4.1. System Design & Engineering:** Contractor shall design a scalable, code-compliant security system tailored to the facility's needs.

##### **4.4.2. Equipment Requirements:**

- Provide and install three (3) touchscreen keypads (one each at the main entry, receiving door, and at the panel).
- Provide and install six (6) hard-wired or wireless panic buttons as shown on the [GJCRC Security Sheets](#).
- Install a central security control panel with an integrated battery backup. Provide and install the backup batteries.

#### **4.4.3. Connectivity & Integration:**

- Ensure the system is compatible with the City IT infrastructure (confirm networking requirements, remote access, etc.).
- The Contractor shall coordinate with the City's IT Department to confirm network configuration requirements, IP assignments, and firewall policies.
- Coordination with other contractors or City staff for access control, power, or data.
- Alarm system dial-out shall be via a cellular device instead of a landline or network device.

#### **4.4.4. Cutover & Acceptance Testing:** Prior to final acceptance, the Contractor shall conduct a system walkthrough with City personnel to verify component placement and demonstrate full system functionality. This shall include a live test of all installed panic buttons, keypads, alerts, and any integrated features.

**Final system acceptance** confirmation that:

- All components function as specified
- All contract deliverables have been received
- Required training has been completed
- No unresolved deficiencies remain

City acceptance will be confirmed through written approval issued by the City upon satisfactory completion of all requirements.

#### **4.4.5. Documentation & Handover:**

- Deliver O&M manuals (digital and hard copy).
- Provide as-built drawings showing component locations.

#### **4.4.6. Training:**

- Conduct on-site training for designated staff.
- Include a minimum of 2 training sessions with up to 10 participants each.

#### **4.4.7. Warranty:** The Contractor shall provide a minimum one-year warranty covering parts, labor, workmanship, and all installed components. The warranty service shall include a response within 48 hours of notification

#### **4.5. Deliverables:** The Contractor shall provide the following deliverables upon completion of installation and prior to final system acceptance. All materials shall be submitted in both electronic (PDF) and hard copy formats unless otherwise approved by the City:

##### **4.5.1. Documentation Deliverables**

- Complete as-built system drawings, showing the final installed locations of all devices, wiring paths, panels, access points, and power connections.

- Operations and Maintenance (O&M) manuals for all installed system components, including manufacturer specifications, recommended service intervals, troubleshooting procedures, and maintenance checklists.
- Warranty documentation detailing coverage periods, warranty start dates, included components, and contact information for service support.
- A comprehensive inventory and parts list, identifying all installed components by make, model, quantity, and physical location within the facility.

#### 4.5.2. System Configuration Deliverables

- A User Access Credential Report documenting all users provisioned at the time of system commissioning. The report shall include usernames (or role identifiers), assigned access roles, credential types (e.g., PIN, badge, login), and the specific areas or system functions to which they are authorized.
- A summary of all system configuration settings, including administrative access levels, default credential changes, encryption protocols, and audit logging setup.
- Confirmation that all remote access configurations comply with IT Security policies for Remote Access, including VPN access and Okta multi-factor authentication, where applicable.

**4.6. Performance Standards:** The Contractor shall complete installation, configuration, testing, and initial commissioning of the security system within **forty-five (45) calendar days** from the date of the City's written Notice to Proceed (NTP) based on the construction schedule, unless otherwise modified by a duly executed Change Order or written amendment.

**4.7. Reporting Requirements:** The Contractor shall submit an equipment order confirmation within five (5) business days of placing the order, clearly identifying all components, quantities, and associated lead times for delivery. The Contractor shall also confirm the proposed delivery and installation schedule with the City's Project Manager.

Prior to procurement or installation, the Contractor shall submit a detailed system design and equipment layout for the City's review and written approval. No equipment may be installed without such approval. The design submittal shall include device types, quantities, and locations consistent with the attached security plan sheets.

During the installation phase, the Contractor shall provide biweekly progress updates to the City's Project Manager. Each update shall include, at a minimum:

- Status of completed and pending installation tasks
- Identification of any delays, issues, or deviations from the schedule
- Anticipated activities for the next reporting period
- Updated project schedule, if applicable

Progress reports shall be submitted via email and use the subject line: **CRC Security System – Biweekly Update [Date]**. Reports may include supporting photos or documentation upon request and should be formatted as a brief narrative or bullet-point summary highlighting any notable incidents, schedule changes, or identified risks.

- 4.8. Site Access:** The Community Recreation Center is currently under construction. Contractor personnel may be required to check in daily with the Construction Manager/General Contractor's (CMGC) site supervisor or designated security desk and must comply with all active construction zone safety protocols.

All Contractor personnel accessing the site shall always wear company-branded attire or clearly visible identification badges to indicate their affiliation. This requirement ensures visibility, accountability, and effective coordination with City staff, inspectors, and other contractors working on-site.

All personnel must complete the CMGC's required site safety orientation and adhere to all ongoing safety procedures throughout the duration of work.

The Contractor shall coordinate site access with the City's Project Manager at least 48 to 72 hours in advance. All site visits, deliveries, and work activities must be scheduled to avoid disruption to ongoing construction and must align with the overall project schedule.

Unless otherwise approved in writing, work hours shall be limited to 7:00 a.m. to 4:00 p.m., Monday through Friday.

- 4.9. Technology, Security, and Data Standards:** All default credentials must be removed from all system components prior to acceptance. All passwords and authentication methods shall conform to the City's current password complexity and cybersecurity standards. The Contractor shall ensure that all authentication protocols are configured in full accordance with the City of Grand Junction's IT security policies before final system acceptance.

All data transmitted between system components, storage devices, and administrative interfaces shall be encrypted using industry-standard encryption protocols (e.g., AES-256 or equivalent). All system configuration changes, administrative access, and user activity shall be fully auditable and recorded in an access-controlled log accessible only to authorized City personnel.

The Contractor shall coordinate with the City's Information Technology Department prior to system commissioning to verify and document full compliance with access control and data security protocols.

- 4.10. Site Clean-Up and Waste Removal:** The Contractor shall be responsible for the removal and proper disposal of all packaging materials, cardboard, trash, and debris generated during the delivery, installation, and commissioning of the security system. The site shall always be kept clean and orderly, and the area shall be restored to its original condition upon completion of the work. Disposal shall be performed in accordance with all applicable local regulations and facility requirements. The City will not provide on-site waste containers or disposal services.

**4.11. Lead Times and Delivery Schedule:** The Proposer shall include in its proposal a detailed description of the **anticipated lead times** for all major equipment, materials, and system components required to complete the project. This shall include, but is not limited to:

- 4.11.1.** Security control panels and keypads
- 4.11.2.** Panic buttons and related wiring components
- 4.11.3.** System software or licenses
- 4.11.4.** Backup batteries and power supplies
- 4.11.5.** Any specialized installation tools or equipment

Lead times shall be calculated from the date of Notice to Proceed (NTP) or purchase authorization and must include estimated shipping or manufacturing durations.

If any proposed component has a lead time exceeding **30 calendar days**, the Proposer shall clearly identify this and provide a mitigation plan to prevent schedule delays.

The City reserves the right to consider proposed lead times during its evaluation and may require revised delivery estimates or alternate components prior to the award.

**4.12. Project Schedule:** The Proposer shall submit a detailed project schedule identifying all key milestones, deliverables, and deadlines to support timely coordination and completion of the work.

Installation is expected to occur between **March and May 2026**, in alignment with the City's overall construction timeline. Coordination with the electrical subcontractor and submittal review shall begin immediately upon contract award.

**Final testing and user training** must occur in **late May through June 2026**, prior to final system acceptance. The schedule shall include all critical path activities necessary to meet this deadline, including material lead times, installation phases, configuration, and commissioning.

**4.12.1.** The proposed schedule must include, at a minimum:

- **System submittal preparation and review** (to begin immediately upon award and coordinated with the project's electrical subcontractor).
- **Material procurement and lead times**, based on vendor order confirmation.
- **Delivery and installation timeline** coordinated with the construction schedule.
- **System testing and commissioning**, including City review and punch list resolution.
- **End-user training and final handoff**, expected to occur **May through June 2026**, prior to facility activation.

The schedule shall align with construction phasing and must avoid disruption to other on-site activities. The City reserves the right to approve the final schedule and require adjustments as needed to ensure integration with the overall facility delivery.

#### **4.13. Special Conditions/Provisions:**

##### **4.13.1. Questions Regarding the Solicitation Process or the Scope of Services:**

Kathleen Franklin, Purchasing Agent

[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

##### **4.13.2. Key Staff Reassignment:** Key personnel identified in the Proposer's submission shall be contractually committed to the project and may not be substituted or reassigned without the prior written consent of the City. This includes, but is not limited to, the designated project manager, lead installer, or any personnel deemed critical to the successful execution of system design, installation, or training.

Any proposed replacement personnel must possess qualifications and experience equal to or greater than those of the original individual and are subject to City review and approval. The City reserves the right to reject substitutions deemed not equivalent or unsuitable for the scope of work. Unauthorized substitutions may be considered a material breach of contract.

##### **4.13.3. City Personnel Coordination and Submittal Review:** Proposers shall clearly identify any anticipated coordination needs involving City personnel, including support for site access, scheduling, equipment staging, submittal review, and acceptance testing. The City reserves the right to evaluate and negotiate the level of staff involvement proposed to ensure efficient use of City resources.

All submittals, installation plans, documentation, and deliverables must be complete, accurate, and professionally prepared. The City will not be responsible for correcting errors or completing incomplete work on behalf of the Contractor.

If the City determines that excessive staff time is being spent reviewing submittals due to errors, omissions, or non-compliant materials, it reserves the right to:

- Require corrections at no additional cost,
- Withhold payment until acceptable revisions are received, or
- Seek reimbursement for the unreasonable time spent correcting or clarifying deficient deliverables.

##### **4.13.4. Price Proposal:** Pricing shall be proposed as a **not-to-exceed amount**, as specified in this Solicitation. All pricing must be **comprehensive and all-inclusive**, encompassing every cost necessary for the complete and successful performance of the Contract. This includes, but is not limited to:

- System design and configuration
- Installation and commissioning
- Labor, administration, and professional services



- Materials, equipment, hardware, and associated technology
- Coordination meetings and submittals
- Documentation, training materials, and reporting
- Travel, mobilization, fuel, equipment setup, and removal of debris
- Any incidental or indirect costs associated with the full scope of work

The City shall not be responsible for any costs beyond the agreed not-to-exceed amount. This includes, but is not limited to, taxes, shipping and delivery fees, insurance, interest, penalties, termination costs, legal expenses, or liquidated damages, unless expressly authorized in writing in the final Contract Documents.

The Proposer(s) shall submit its pricing using the **Solicitation Response Form** provided in Section 7.0. and include a separate, **fully itemized cost breakdown detailing all associated costs**.

All pricing submitted in response to this Solicitation will be considered subject to negotiation at the City's sole discretion.

- 4.13.5. Not-to-Exceed Compensation Limit:** Compensation under the contract shall not exceed the total amount expressly authorized in the Contract Documents. The Contractor is responsible for monitoring progress and expenditures to ensure compliance with the authorized not-to-exceed (NTE) amount.

The City shall not be liable for any work performed or costs incurred beyond the NTE amount unless such an increase is authorized in advance and in writing through a duly executed Contract Amendment or Change Order.

The Contractor acknowledges and agrees that any work performed more than the authorized amount, even if undertaken in good faith or under the belief that such work was necessary, shall be at the Contractor's sole risk and expense. Verbal assurances or informal communications shall not constitute authorization to exceed the NTE limit.

Furthermore, the Contractor understands that the NTE amount is based on the successful completion of the Scope of Services and all required deliverables, not on estimated labor hours. Underestimating the level of effort required shall not serve as a basis for additional compensation or for relief from the Contractor's performance obligations.

- 4.13.6. Pricing Guarantee and Add-On Components:** Proposers should include unit pricing in a clearly itemized schedule for common system components (e.g., panic buttons, card readers, keypads, cabling, etc.) to facilitate potential future additions during the one-year price guarantee period.

The Contractor agrees to honor all unit pricing and cost breakdowns provided in the comprehensive cost proposal for a period of **one (1) year** from the effective date of the Contract. This price guarantee shall apply to all original scope items as well as any additional system components, labor, or related services of a similar type and complexity that may be added to the project during the guarantee period.

All such additions must be **authorized in writing** by the City through a duly executed Contract Amendment or Change Order. Pricing for these additions remains consistent with the unit or itemized rates submitted in the original proposal. No additional markups, administrative fees, or escalation costs shall apply during the one-year period, unless otherwise agreed to in writing by the City.

This provision does not oblige the City to purchase any additional items but ensures consistent pricing for budgeted enhancements or scope modifications during the covered term.

**4.13.7. Contract:** A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

**4.13.7.1.** The Contract represents the entire agreement between the Parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract and all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

**4.13.7.2.** Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

**4.13.8. Project Manager:** The City's Project Manager (or designated Point of Contact) shall oversee, approve, and accept all Services/Work performed within the Scope of Services.

During the performance of the Contract, all notices, letters, submittals, and other communications directed to the **City** shall be delivered to the designated City representative at the following address.

Jim Stavast  
Facilities Supervisor  
City of Grand Junction, General Services  
Email: [jimst@gjcity.org](mailto:jimst@gjcity.org)  
Phone: (970) 244-1569

**4.13.9. Contract Administrator:** The Contract Administrator for the City shall be responsible for all matters related to the administration of the contract, including

issuances of amendments, modifications, change orders, or general contract interpretation. All such inquiries shall be directed to:

Duane Hoff, Jr., CPPB  
 Contract Administrator  
 Email: [duaneh@gicity.org](mailto:duaneh@gicity.org)  
 Phone: (970) 244-1545

The Contract Administrator serves as the City's primary point of contact for all administrative matters related to the contract. This role does **not** include technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

- 4.14. Contract Term and Renewal:** The Contract shall become effective upon execution by both Parties and shall remain in effect through the completion and final acceptance of the turnkey security system, including any applicable warranty period, unless earlier terminated or amended in accordance with the terms set forth herein.

If a Proposer includes optional ongoing services in its proposal—such as support, software licensing, system monitoring, or maintenance—and such services are accepted by the City and incorporated into the final Scope of Services, the Contract may, at the City's sole discretion and subject to mutual written agreement, be renewed for up to three (3) additional one-year terms. Any renewal shall be contingent upon satisfactory performance by the Contractor and the annual appropriation of funds by the City Council.

This renewal clause shall only apply if the Contract includes optional ongoing services (e.g., system monitoring, software licensing, or maintenance).

Unless otherwise modified by a duly executed written amendment, all terms, conditions, and pricing provisions of the original Contract shall remain in effect during any renewal period.

## Attachments

[GJCRC Security Sheets](#)

## Tentative Calendar of Events:

Event and Details	Date
<b>Solicitation Issued/Posted</b> Published via BidNet® Direct – RMEPS	May 30, 2025
<b>Deadline for Questions</b> No questions will be accepted after the close of business on this date	June 16, 2025
<b>Final Addendum Issued</b> (if applicable)	June 18, 2025

<b>Proposal Submission Deadline</b> Electronic submission via BidNet® Direct only	June 27, 2025, before 1:00 p.m. MDT
<b>Evaluation of proposals</b> Internal review by City-appointed committee	June 27 – July 7, 2025
<b>Interviews (if required)</b> Virtual or in-person, by City invitation only	Week of July 14, 2025
<b>Notice of Intent to Award</b> (tentative) Subject to final evaluations and interview outcomes	July 22, 2025
<b>City Council Approval</b> (if required) For contracts meeting the approval threshold	August 6, 2025
<b>Contract Execution</b> Contingent upon Council approval and funding availability	August 11, 2025

**Note:** All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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## Section 5.0: Preparation and Submittal of Proposals

### 5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

- The platform offers both free basic registration and paid subscription plans. Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
- Please refer to the [BidNet Electronic Vendor Registration](#) page.
- The City does not control or administer the vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at **(800) 835-4603** before the proposal deadline.

Late submissions will not be accepted under any circumstances.

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### 5.2. Proposal Format

To ensure a fair and consistent evaluation process, proposals must be submitted as a **single, searchable PDF** and organized according to the format outlined in Sections 5.3 through 5.8.

Proposals shall not exceed **twenty-five (25) pages**, excluding the required Solicitation Response Form (Section 7.0). Brevity and clarity are strongly encouraged. Promotional materials or unrelated brochures are discouraged and may not be reviewed. Proposals exceeding the page limit may be deemed non-responsive.

Proposals should:

- Clearly express interest in the project.
- Highlight relevant experience, qualifications, and capacity.
- Demonstrate an understanding of the **Scope of Services** and the ability to meet requirements.
- Be concise, well-organized, and focused

Failure to follow the required format or content guidelines may result in disqualification.

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### 5.3. Cover Letter and Executive Summary

Proposers shall submit a cover letter succinctly describing its interest in the project, summarizing relevant qualifications, and capacity to perform the services outlined in this solicitation. The letter should also demonstrate the Proposer's understanding of the project and commitment to fulfilling the City's objectives.

The cover letter must include:

- A summary of the Proposer's relevant experience, expertise, and organizational capacity
- The name, title, address, phone number, and email address of the primary point of contact
- Identification of the individual(s) authorized to make representations and enter into binding agreements on behalf of the Proposer
- The signature of a duly authorized representative with legal authority to bind the proposing entity, including printed name and title.

By submitting a proposal, the Proposer certifies its agreement to comply with all requirements, conditions, and terms outlined in this solicitation, including adherence to applicable legal, professional, and ethical standards.

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#### **5.4. Solicitation Response Form**

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. Only the completed form is required; do not return the entire solicitation document unless indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

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#### **5.5. Fee Proposal**

The Proposer must include a detailed fee proposal within the body of its submission, consistent with the requirements outlined in Section 4.13.4. The fee proposal shall include, but is not limited to:

- Itemized cost breakdown (e.g., labor, materials, equipment, travel, administrative fees, subcontractor costs).
  - Billing structure, as specified in the solicitation (e.g., lump sum, hourly rates by classification, unit pricing, or not-to-exceed amounts).
  - Any additional costs or fees relevant to the Scope of Work.
- 

#### **5.6. Capacity, Credentials, Experience, and Qualifications**

Proposers must demonstrate the capability, expertise, and resources to successfully fulfill the Scope of Services/Work and serve as a contract provider to the City. Proposals should highlight:

- Relevant Experience – Proven success in managing projects of similar size and scope, emphasizing project management, budgeting, scheduling, compliance, and operational efficiency.
- Key Personnel & Organization – Identify roles, office locations, and relevant experience. The personnel listed will be contractually committed to the project and

may only be replaced with prior written City approval. An organizational chart is encouraged.

- Proposers may include up to [2] work samples or portfolio examples relevant to the Scope of Services, if applicable.
- Project Experience & References – List recent relevant projects, prioritizing those most similar in scope. Include:
  - Project owner and reference contact
  - Project location and scope
  - Design cost, construction cost (if applicable), and total project budget
  - Duration and completion date

---

## 5.7. Strategy and Implementation Plan

Proposers must provide a comprehensive strategy for delivering the services/work required under this solicitation. The plan should demonstrate an understanding of the City's objectives and present a structured approach to executing the Scope of Services/Work, including all requirements outlined in Section 4.0.

The strategy may be presented as a narrative or another suitable format and should address the following:

- Approach to Service/Work Delivery – How the Proposer will fulfill the contract requirements from initiation to completion.
- Value-Added Components – Any innovative methodologies, technologies, enhanced reporting, or additional support services that may improve efficiency, quality, or cost-effectiveness.
- Communication & Coordination – Strategies for engaging with the City's personnel, ensuring effective collaboration, and addressing service needs.
- Implementation Schedule – A timeline that outlines key milestones, mobilization, response times, service availability, deadlines, and deliverables.
- Cost-Saving & Efficiency Measures – Any recommended approaches to optimize resources, reduce expenses, or improve overall performance.

This plan should clearly illustrate the Proposer's readiness and capability to meet the solicitation's requirements and objectives.

---

## 5.8. Experience and References

The Proposer(s) must demonstrate relevant and recent experience in delivering services or work of similar size, scope, and complexity to those described in this solicitation.

Proposers shall provide at least three (3) references from projects completed within the past five (5) years. References should reflect the Proposer's ability to deliver high-quality

results, manage challenges, adhere to budgets and schedules, and meet contractual obligations.

For each reference, provide the following information:

- Client Name and Address
- Point of Contact (name, phone number, and email address)
- Dates of Service
- Key personnel assigned, including specific roles in the project
- Describe the services or work performed, including any significant challenges and how they were addressed.
- Original budget and final project cost
- Explanation of any deviations from the original scope, budget, or expected outcomes

The City will use this information to evaluate the Proposer's reliability, problem-solving ability, and overall performance in delivering services comparable to those required under this solicitation.

*The remainder of this page has been intentionally left blank.*



## Section 6.0. Evaluation Criteria and Factors

### 6.1. Overview

An evaluation committee appointed by the City will review all qualified proposals based on the Proposer's ability to demonstrate the expertise, capability, and reliability necessary to perform the Scope of Services successfully. The committee will assess each proposal's integrity, responsiveness, and overall credibility to ensure confidence in contract performance.

### 6.2. Intent

Only Proposers who meet the qualification criteria will be considered. Proposals must clearly demonstrate the Proposer's ability to provide the services outlined in this solicitation.

### 6.3. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and weighting described below. The City reserves the right to:

- Accept or reject any portion of a proposal
- Consider past performance on previous contracts with the City or other entities
- Make an award, if any, in the best interest of the City

### 6.4. Scoring Methodology

Evaluation committee members will independently score each qualitative evaluation criterion on a scale from 1 (low) to 10 (high) based on how well the proposal satisfies the requirements outlined in this solicitation. Final scores will reflect the weighted average across all criteria.

The pricing criterion will be evaluated separately using a formula-based scoring model to ensure fairness and objectivity.

#### 6.4.1. Evaluation Criteria and Weighted Values (90%)

Evaluation Factor	Weight	Description
Responsiveness to Solicitation	5%	Completeness, clarity, and compliance with all RFP instructions, format, and submittal requirements.
Understanding of Services and Objectives	20%	Demonstrated understanding of the project's goals, including system functionality, installation

		coordination, site readiness, and operational outcomes.
Qualifications, Experience, and Capacity	25%	Demonstrated understanding of the project's goals, including system functionality, installation coordination, site readiness, and operational outcomes.
Strategy & Implementation	30%	Feasibility and clarity of the proposed design, installation, and training approach. Includes system configuration plan, lead time commitments, and risk mitigation.
System Integration, Compatibility, and Value Alignment	10%	Ability to streamline the proposed solution with the City's existing systems and infrastructure, including compatibility with the fire alarm system and related technologies.

#### 6.4.2. Fee or Pricing (10%) – Formula-Based Scoring

The fee or pricing criterion will be evaluated separately from the qualitative criteria and will not be scored by the evaluation committee. Pricing will be scored using the following formula.

$$(\text{Lowest Fee} \div \text{Proposer's Fee}) \times 10 = \text{Score}$$

- The lowest responsive not-to-exceed price will receive the full 10 points
- All other proposals will receive a proportionally lower score based on this formula.

All pricing must be **fully detailed**, inclusive of all costs, and consistent with the **Scope of Services**. Incomplete, ambiguous, or unbalanced pricing submissions may be disqualified or receive a lower score.

---

#### 6.5. Shortlisting Proposers

The City will use the following process to shortlist proposals, but it reserves the right to modify this process if deemed in the City's best interest:

- **Compliance Review:** All proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. Non-responsive proposals will be eliminated from consideration. The Purchasing Agent may request clarification from Proposers if needed.
- **Evaluation and Scoring:** Evaluation committee members will independently review and score proposals based on the criteria. Scores will be compiled into an Evaluation Matrix to assist in ranking and prioritizing responsive proposals.

---

## **6.6. Experience and Reference Checks**

The City reserves the right to conduct reference checks for the top-ranked Proposer(s) to verify past performance, reliability, and qualifications. Reference checks may include, but are not limited to, inquiries regarding:

- The Proposer's past performance on comparable projects and/or
- Adherence to project timelines, budgets, and contractual obligations; and/or
- Responsiveness, professionalism, and quality of work delivered.

The City may contact the references provided by the Proposer and/or other relevant sources familiar with the Proposer's performance. The City may also request copies of final reports or deliverables and, if applicable, conduct site visits to further assess the Proposer's capabilities and verify the information submitted in the proposal.

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## **6.7. Interviews**

At its discretion, the City may invite Proposers scoring within the top 85% to 100% for an interview (virtual or in-person) to evaluate further its qualifications, approach, and ability to fulfill the Scope of Services. The City reserves the right to adjust this threshold based on proposal quality and the number of competitive responses.

Shortlisted Proposer(s) will be notified if interviews are required. Interview dates will follow the schedule outlined in the #Tentative Calendar of Events. Proposers will receive details regarding:

- Interview format and expectations
- Duration and structure
- Location (virtual or in-person)

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## **6.8. Negotiations**

The City reserves the right to negotiate with the highest-ranked Proposer following the evaluation process. The City will not negotiate with lower-ranked Proposer(s) unless negotiations with higher-ranked Proposer(s) are unsuccessful and formally concluded.

If selected for negotiations, the Proposer may be required to submit revisions to its proposal, which may include, but are not limited to:

- Price adjustments or Best and Final Offers (BAFOs)
- Refinements to technical or scope-related components of the proposal
- Other modifications as reasonably requested by the City to ensure alignment with project goals and requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to serve the City's best interest.

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## 6.9. Award

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, as deemed in its best interest:

- Award a contract in whole or in part, or make multiple awards to more than one Contractor, including designating primary and secondary Contractors.
- Select the proposal option (e.g., full purchase, full lease, or hybrid) that offers the most advantageous value to the City, regardless of which alternative(s) are submitted by each Proposer
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept or negotiate elements from one or more proposals to meet budgetary or operational requirements.
- Consider a Proposer's past performance with the City or other public entities as part of the evaluation.
- Decline to make any awards if, in the City's judgment, it is in the best interest of the City to do so.

---

## 6.10. Contract Execution

- The selected Proposer must execute the contract within a specified timeframe after award notification. Failure to do so may result in a contract award to the next highest-ranked proposer or re-solicitation.
- The award is contingent upon funding availability and final City approval.

---

## 6.11. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

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## Section 7.0. Solicitation Response Form

**RFP-5675-25-KF**

**Security System Design, Equipment, and Installation**

**For the New City of Grand Junction Community Recreation Center**

*The proposer must submit the completed, dated, and signed form.*

The Proposer agrees that the total cost listed below represents the all-inclusive Not-to-Exceed amount for all services described herein, inclusive of all requirements and deliverables outlined in this Solicitation.

### 1) Total Not-to-Exceed Cost for Base Services

**Numeric Amount: \$** \_\_\_\_\_

**Written Amount:**

\_\_\_\_\_ **dollars.**

*(Please spell out the full dollar amount, e.g., Two Hundred Fifty Thousand and 00/100 dollars.)*

### 2) Optional Annual Licensing, Monitoring, and Maintenance Services Total Not-to-Exceed Cost

**Numeric Amount: \$** \_\_\_\_\_

**Written Amount:**

\_\_\_\_\_ **dollars.**

*(Please spell out the full dollar amount, e.g., Two Hundred Fifty Thousand and 00/100 dollars.)*

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*The City reserves the right to accept any portion of the services  
to be performed at its discretion.*

---

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.

## **RECEIPT OF ADDENDA**

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** \_\_\_\_\_

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

## **Proposer Information and Authorization**

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

Authorized Agent Name & Title: \_\_\_\_\_

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

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

Email Address of Agent: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

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

**Subcontractor Disclosure**

The undersigned Proposer intends to subcontract the following portion(s) of Services/Work:

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value &amp; % of Service(s)</u>

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

The Proposer must attach supporting documentation confirming the qualifications, licenses, or certifications of each listed subcontractor, as applicable to its proposal.

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## ADDENDUM NO. 1

**Date:** June 6, 2025

**From:** City of Grand Junction Purchasing Division

**To:** All Proposers

**RE:** *Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center (RFP-5686-25-KF)*

Proposers responding to the above-referenced solicitation are hereby advised that certain requirements have been **clarified, modified, supplemented, or superseded** as of the date of this Addendum, as outlined below.

Please take note of the following clarifications:

1. **Q:** Do you have the preferred manufacturer, and will there be any drawings coming out?

**A:** The City does not have a preferred manufacturer for this solicitation. The [GJCRC Security Sheets](#) (link), referenced in the Table of Contents and included in the Attachments section, are the official drawings for this project. These documents provide device locations and are intended to support system design and layout. No additional drawings are anticipated at this time.

2. **Modification to Section 6.4.1 – Evaluation Criteria:**

The description for **Qualifications, Experience, and Capacity** has been updated as follows:

*“Demonstrated capability to perform the required work based on relevant experience, qualifications of key personnel, organizational capacity, and successful completion of similar projects. Includes evidence of adequate staffing, technical expertise, and availability of resources to meet the City’s timeline and performance standards.”*

This addendum amends the original solicitation as described above. All other terms and conditions of the solicitation remain unchanged.

Proposers must acknowledge receipt of this addendum by completing the acknowledgment section in **Section 7.0 – Solicitation Response Form**.

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin".

Kathleen Franklin  
Senior Buyer / Purchasing Agent  
City of Grand Junction – Purchasing Division



## ADDENDUM NO. 2

**Date:** June 10, 2025

**From:** City of Grand Junction Purchasing Division

**To:** All Proposers

**RE:** *Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center (RFP-5686-25-KF)*

Proposers responding to the above-referenced solicitation are hereby advised that certain requirements have been **clarified, modified, supplemented, or superseded** as of the date of this Addendum, as outlined below.

Please take note of the following clarifications:

1. **Q:** 4.1 You reference a turnkey security system. Are new security cameras part of the scope of work?

**A:** No. Cameras are not included in the scope of this solicitation.

2. **Q:** Does the city have existing cameras for the project on hand? If so, how many?

**A:** Security cameras for the Community Recreation Center are being provided by a different vendor as a separate project.

3. **Q:** What is the required video storage retention?

**A:** Not applicable. Video storage and management fall outside the scope of this solicitation.

4. **Q:** Is there a required minimum resolution for the cameras?

**A:** Not applicable. Cameras are not included in the scope of this contract.

5. **Q:** Are there any desired analytic features (person/vehicle detection, line crossing, etc.)?

**A:** Not applicable. Video analytics are not part of this solicitation's scope.

6. **Q:** Do all cameras have to be considered "mini domes," or are you open to traditional size domes and other camera form factors that may be better suited for specific placements on the site map?

**A:** Not applicable. Camera selection and specifications are being addressed separately.

7. **Q:** If there is a subscription-based solution for the software portion of the video security system, is there a preferred length: 1-, 3-, or 5-year option?

**A:** Not applicable. Subscription-based video software is not included in this solicitation.

Addendum 2 RFP-5686-25-KF

This addendum amends the original solicitation as described above. All other terms and conditions of the solicitation remain unchanged.

Proposers must acknowledge receipt of this addendum by completing the acknowledgment section in **Section 7.0 – Solicitation Response Form**.

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read 'K. Franklin', is written over a faint, light blue circular watermark that contains the word 'Grand'.

Kathleen Franklin  
Senior Buyer / Purchasing Agent  
City of Grand Junction – Purchasing Division



### ADDENDUM NO. 3

**Date:** June 12, 2025

**From:** City of Grand Junction Purchasing Division

**To:** All Proposers

**RE:** *Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center (RFP-5686-25-KF)*

Proposers responding to the above-referenced solicitation are hereby advised that certain requirements have been **clarified, modified, supplemented, or superseded** as of the date of this Addendum, as outlined below.

Please take note of the following clarifications:

1. **Q:** There are notations of Motion detectors in the halls. Do you have a Burglary alarm system already approved?

**A:** No.

2. **Q:** Do you need Doors, Motions, and Glass Break sensors?

**A:** The City is looking for the most cost-effective and efficient system for the building. It is up to the vendor to propose and design a system to meet this requirement.

3. **Q:** Are there hours of Operation?

**A:** The hours of operation are not yet set.

4. **Q:** Will there be after-hours granted for members? If this is the case, then individual keycards should be quoted with the support system required to allow you to update as needed.

**A:** No.

5. **Q:** What Cameras will be installed, and what platform for storage/access will be used? Some systems integrate easily.

**A:** The cameras are a separate system, not to be tied to this system.

This addendum amends the original solicitation as described above. All other terms and conditions of the solicitation remain unchanged.

Addendum 3 RFP-5686-25-KF

Proposers must acknowledge receipt of this addendum by completing the acknowledgment section in **Section 7.0 – Solicitation Response Form**.

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read 'K. Franklin', is positioned above the printed name.

Kathleen Franklin  
Senior Buyer / Purchasing Agent  
City of Grand Junction – Purchasing Division

AN ANM SOLUTION FOR:

CITY OF GRAND JUNCTION

REQUEST FOR PROPOSAL  
RFP-5686-25-KF  
SECURITY SYSTEM DESIGN, EQUIPMENT, AND  
INSTALLATION FOR THE NEW CITY OF GRAND  
JUNCTION COMMUNITY RECREATION CENTER

JUNE 27, 2025



Presented By:

**Jeff Horning**

Account Manager

970.778.2111

[jeff.horning@anm.com](mailto:jeff.horning@anm.com)

**anm**<sup>®</sup>



## 5.3 COVER LETTER AND EXECUTIVE SUMMARY

June 27, 2025

Ms. Kathleen Franklin  
City of Grand Junction  
Via Upload to BidNet Direct

Dear Ms. Franklin,

On behalf of ANM, we are pleased to submit this proposal to provide Verkada Access Control solutions in response to the City's solicitation. ANM is excited about the opportunity to partner with the City to implement a modern, secure, and scalable access control system that supports safety, operational efficiency, and compliance with citywide physical security goals.

As a leading provider of enterprise technology and security solutions, ANM brings deep experience in deploying integrated alarm systems across government, education, healthcare, and critical infrastructure environments. Our team has successfully implemented Verkada systems across a wide range of public and private sector clients, including full-scale deployments encompassing access control, alarms, video surveillance, and visitor management with centralized cloud-based administration. Our engineers hold Verkada-certified credentials, and ANM maintains a direct partnership with Verkada to ensure the highest level of product expertise, support, and manufacturer engagement.

ANM has the organizational capacity, staffing resources, and technical knowledge to deliver on all project objectives outlined by the City. We understand the importance of delivering a solution that provides seamless management of physical access, real-time event monitoring, user auditability, and secure remote administration—all within a platform that meets modern cybersecurity and operational standards. We are committed to meeting the City's timeline and functional requirements while maintaining adherence to all professional, legal, and ethical standards outlined in the solicitation.

Please find below the contact details for ANM's designated primary point of contact for this proposal:

- Name: Jeff Horning
- Title: Account Manager
- Address: 304 Inverness Way South, Suite 400, Englewood, CO 80112
- Phone: 970.778.2111 | Email: [jeff.horning@anm.com](mailto:jeff.horning@anm.com)





## Executive Summary

With more than two decades of experience delivering technology infrastructure and security projects for public sector clients, ANM brings a proven track record of success, certified engineering expertise, and strategic partnerships that will ensure project excellence from planning through post-deployment support.

Our proposed solution leverages Verkada's cloud-native alarms platform, enabling the City to monitor and manage intrusion detection, panic alerts, and system activity across all facilities from a single intuitive dashboard. The system includes real-time alarm event monitoring, zone-based arming and disarming, wireless panic button integration, mobile alerting, and seamless interoperability with Verkada's video surveillance, environmental sensors, and monitoring services.

Key features and advantages of ANM's proposal include:

- **Certified Deployment Expertise:** Our certified professionals ensure Verkada alarm systems are deployed according to best practices, with full commissioning, functional testing, and staff training.
- **Centralized Monitoring Across Sites:** The City can manage alarm systems across multiple facilities through Verkada Command, with real-time visibility into arming status, alarm events, and panic button activity.
- **Compliance and Auditability:** The solution supports detailed event logs, user access controls, and automated audit trails—helping align with security protocols and regulatory requirements.
- **Integrated Physical Security Ecosystem:** ANM can extend the alarm solution to work seamlessly with Verkada's cameras, access control, and environmental sensors—enabling unified event response and system management.
- **City Partnership Focus:** ANM is committed to transparency, responsiveness, and collaboration throughout the project lifecycle, ensuring the City achieves its safety and operational goals with minimal disruption and maximum return on investment.

ANM is confident in its ability to deliver an alarm solution that is future-ready, secure, and responsive to the City's current and long-term needs.

The individuals authorized to make representations and enter into binding agreements on behalf of ANM include myself and our Chief Executive Officer, Raminder Mann.

Sincerely,

A handwritten signature in black ink, appearing to read 'KH', is written over a horizontal line.

Kurt Huegin  
Vice President, Sales & Marketing





## 5.4 SOLICITATION RESPONSE FORM

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. Only the completed form is required; do not return the entire solicitation document unless indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

### Section 7.0. Solicitation Response Form

**RFP-5675-25-KF**

#### Security System Design, Equipment, and Installation

#### For the New City of Grand Junction Community Recreation Center

*The proposer must submit the completed, dated, and signed form.*

The Proposer agrees that the total cost listed below represents the all-inclusive Not-to- Exceed amount for all services described herein, inclusive of all requirements and deliverables outlined in this Solicitation.

**1) Total Not-to-Exceed Cost for Base Services**

**Numeric Amount:** \$ 6,049.79

**Written Amount:** Six thousand, forty-nine dollars and seventy-nine cents

*(Please spell out the full dollar amount, e.g., Two Hundred Fifty Thousand and 00/100 dollars.)*

**2) Optional Annual Licensing, Monitoring, and Maintenance Services Total Not-to- Exceed Cost**

**Numeric Amount:** \$ \_\_\_\_\_

**Written Amount:** \_\_\_\_\_ dollars.

*(Please spell out the full dollar amount, e.g., Two Hundred Fifty Thousand and 00/100 dollars.)*

*The City reserves the right to accept any portion of the services to be performed at its discretion.*

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract. The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.

### ANM Response:

Advanced Network Management, Inc. ("ANM") submits this RFP response subject to the following exception, which ANM requests to be incorporated as part of the definitive contract or agreement if ANM is selected as the winning bidder for this RFP. ANM believes these terms are customary in the industry for VARs and is willing to negotiate this exception in good faith with Customer.

- Hardware and software (collectively, "Products") that you ("Customer") purchase from Advanced Network Management, Inc. or its affiliates (collectively, "ANM") are manufactured



by third-party vendors ("Manufacturers"). Notwithstanding anything to the contrary elsewhere in this agreement, the following provisions apply with respect to Products and any associated Services provided by such Manufacturers ("Manufacturer Services"), as well as Services performed by ANM ("ANM Services"): (i) Products and Manufacturer Services are subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> ("Manufacturer's Terms"); (ii) Products and Manufacturer Services purchased for a 12+ month subscription term are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds; (iii) Products are non-returnable except that Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"); (iv) to the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Manufacturer Services; and (v) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS AND MANUFACTURER SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE THE RMA PRODUCT RETURN RIGHTS AND THE OBLIGATION TO PASS THROUGH TRANSFERABLE MANUFACTURER WARRANTIES AND INDEMNIFICATIONS AS DESCRIBED IN THIS SENTENCE; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO ANM SERVICES SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO ANM FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

**RECEIPT OF ADDENDA**

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

Total number of Addenda received: Three (3)

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

**ANM Response:**

Please see:

- Attachment 1: ANM Statement of Authority
- Attachment 2: ANM W-9 Form



### Proposer Information and Authorization

Entity Name: Advanced Network Management, Inc.  
 Authorized Agent Name & Title: Kurt Huegin, Vice President, Sales & Marketing  
 Authorized Agent Signature: [Signature]  
 Telephone Number: c/o Jeff Horning, 970.778.2111  
 Email Address of Agent: c/o Jeff Horning, jeff.horning@anm.com  
 Business Address: 304 Inverness Way South, Suite 400  
 City, State, ZIP Code: Englewood, CO 80112  
 Date: June 27, 2025

### Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services/Work:

Name, address, city, and state of Subcontractor	Description of Service(s) to be performed	Est. Value & % of Service(s)
Hyper 30 Data 2454 N. McMullen Booth Road Clearwater, FL 33759	Installation Services	\$2,688.70

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

The Proposer must attach supporting documentation confirming the qualifications, licenses, or certifications of each listed subcontractor, as applicable to its proposal.

### ANM Response:

ANM is a certified member of the Verkada Premier Services Network, a designation that reflects our deep expertise, commitment to quality, and proven ability to deliver secure, scalable deployments across Verkada's full suite of products.

ANM may deploy qualified subcontractor technicians to assist with physical installation activities. Importantly, these subcontracted resources will operate under the direct supervision and technical direction of ANM's Premier-certified engineering team, ensuring the deployment fully adheres to Verkada's best practices and ANM's internal quality standards.

Key oversight and engagement measures include:

- Pre-deployment planning and coordination led by ANM engineers, including site review, device staging, and configuration setup
- Real-time remote or on-site supervision of subcontracted technicians by ANM personnel during installation and testing
- Verification and final commissioning of all installed devices conducted by ANM's Verkada-certified engineers
- Training, documentation, and project closeout delivered directly by ANM staff to maintain consistency and accountability



This blended model allows ANM to optimize resources and meet project demands without compromising service quality, system integrity, or customer experience. The City can be assured that all work performed—regardless of technician source—is backed by ANM’s Premier Services Network status and executed to the highest standards of performance and professionalism. Please see Attachment 3: Verkada Partner Authorization.

Premier Services Network

Advanced Network Management

Gold Partner

Sales Office

304 Inverness Way S, Suite 400

Englewood CO, 80112

United States of America

Phone [866-527-8822](tel:866-527-8822)

[Website](#)

Trained & Certified Partner Reps

VCE Essentials: 8

AC Specialist: 5

Alarms Specialist: 10

VSP Foundations: 11

Hyper 30 Data is a Verkada Silver partner and a member of the Premier Services Network.

Premier Services Network

Hyper30

Silver Partner

Corporate HQ

2454 N. McMullen Booth Rd Suite 702

Clearwater FL, 33759

United States of America

Phone [+1 844-497-3730 ext. 216](tel:+1844-497-3730)

[Website](#)

***The remainder of this page has been intentionally left blank.***



## 5.5 FEE PROPOSAL

The Proposer must include a detailed fee proposal within the body of its submission, consistent with the requirements outlined in Section 4.13.4. The fee proposal shall include, but is not limited to:

- Itemized cost breakdown (e.g., labor, materials, equipment, travel, administrative fees, subcontractor costs).
- Billing structure, as specified in the solicitation (e.g., lump sum, hourly rates by classification, unit pricing, or not-to-exceed amounts).
- Any additional costs or fees relevant to the Scope of Work.

### **ANM Response:**

Comply. Please see Section 5.4: Solicitation Response Form and Attachment 4: ANM Sales Quote.





## 5.6 CAPACITY, CREDENTIALS, EXPERIENCE, AND QUALIFICATIONS

Proposers must demonstrate the capability, expertise, and resources to successfully fulfill the Scope of Services/Work and serve as a contract provider to the City. Proposals should highlight:

- Relevant Experience – Proven success in managing projects of similar size and scope, emphasizing project management, budgeting, scheduling, compliance, and operational efficiency.

### *ANM Response:*

ANM brings a strong track record of successfully delivering Verkada Alarms and integrated emergency response solutions, including panic button deployments, across public sector, education, and enterprise environments. Our comprehensive project execution—from initial scoping through final commissioning—is guided by a deep understanding of our clients' security, operational continuity, and compliance needs.

We apply a structured project management methodology led by certified Project Management Professionals (PMPs). Our team collaborates closely with stakeholders to define access and response policies, oversee physical installation, integrate with existing infrastructure, and complete testing and handoff on time and within budget. Each project benefits from detailed planning, milestone-based tracking, coordination with internal departments, and end-user training to ensure a seamless experience.

ANM is certified across Verkada's full suite of technologies, including alarms, access control, cameras, and environmental sensors. We manage the full deployment lifecycle—from site assessment and design to installation, configuration, commissioning, and support. Our team specializes in aligning panic button workflows with client-specific protocols, helping organizations trigger rapid emergency alerts, notify designated responders, initiate lockdown procedures, and stream live video directly from the Verkada Command platform.

We tailor each deployment to the customer's needs, including the creation of custom arming schedules, user roles, zone configurations, and remote management workflows. After the final walk through, ANM transitions support to Verkada.

In environments where emergency preparedness is critical, ANM has deployed high-availability panic systems with redundant connectivity, custom escalation paths, and integration into mass notification systems and 911 dispatch. We also provide staff training to ensure efficient response during high-stress scenarios.

Throughout every engagement, ANM emphasizes transparency, accountability, and client alignment. We deliver weekly updates, maintain strong budget and schedule controls, and ensure that every deployment drives long-term operational efficiency and safety for the communities we serve.



- Key Personnel & Organization – Identify roles, office locations, and relevant experience. The personnel listed will be contractually committed to the project and may only be replaced with prior written City approval. An organizational chart is encouraged.

### ANM Response:

#### ANM Account Team



##### Jeff Horning, Account Manager

Jeff is a seasoned, solutions-driven and accomplished technology sales leader with over 26 years of experience in the Colorado region. He effectively leverages a sales, marketing and customer service background to assist his clients in developing and executing strategic plans in collaboration, RPA, data center and enterprise networking technologies. He is adept at cultivating long-term, strategic partnerships and alliances with his clients. He has earned a master's degree in telecommunications from the University of Denver and a bachelor's degree in economics from the University of Colorado, Boulder.

ANM Tenure: 3+ Years | Location: Colorado



##### Sean McCroskey, Director of Sales - Colorado

Sean McCroskey serves as Director of Sales at ANM, a role he assumed in March 2025. Based in Colorado, Sean leads and mentors high-performing sales teams focused on delivering tailored IT solutions that align with each client's strategic goals. He brings more than 15 years of sales leadership experience supporting state, local government, and education (SLED) customers across the Rocky Mountain region.

Before joining ANM, Sean held a variety of leadership positions at Zivaro, Inc. from 2018 to 2025, including Director of State, Local, and Education Sales and SLED Business Unit Manager. In these roles, he was instrumental in building customer-centric sales organizations and expanding public-sector market share.

Sean's earlier career includes impactful roles at leading technology firms such as [REDACTED]

[REDACTED]. Across these positions, he consistently demonstrated expertise in enterprise IT solutions and regional market development.

He holds a Bachelor of Science in Biology from the University of Wyoming and is widely recognized for his strong work ethic, integrity, and deep understanding of customer environments. Sean applies a



solution-oriented mindset to every engagement, helping clients achieve measurable outcomes through strategic technology investments.

ANM Tenure: 1 Year | Location: Colorado

## Key Personnel



### Casey Duffey, Verkada Solutions Architect

Casey, a Colorado native, boasts over 25 years of experience working in the Denver market within the realm of physical security and low voltage systems. Throughout Casey's career in the low voltage industry, a versatile professional journey unfolded, involving leadership roles, engineering, sales, and business development. Casey's extensive expertise has been instrumental in developing multiple practices for large Value-Added Resellers (VARs), leading to notable success.

ANM Tenure: 14+ years | Location: Colorado



### Katie O'Keefe, Senior Project Manager

Katie O'Keefe serves as a Senior Project Manager at ANM, where she leads complex technology deployments with a focus on collaboration, precision, and client success. With over a decade of experience managing IT infrastructure, security systems, and cloud integration projects, Katie brings a strategic and detail-oriented approach to every engagement.

At ANM, she oversees cross-functional teams and coordinates with engineers, vendors, and clients to ensure projects are delivered on time, within scope, and aligned with business objectives. Her expertise spans education, healthcare, government, and commercial sectors, where she is known for her proactive communication and ability to translate technical requirements into actionable plans.

### Education

- Bachelor of Arts, English Education 5-12, Psychology Minor, Bethel University

### Certifications

- 2023 Core Product Certified, Smartsheet
- Prosci Certified Change Practitioner, Prosci
- Certified ScrumMaster (CSM), Scrum Alliance
- ITIL Foundation Certificate in IT Service Management, AXELOS Global Best Practice





- Project Management Professional, Project Management Institute  
ANM Tenure: 1 Year | Location: Colorado

- Proposers may include up to [2] work samples or portfolio examples relevant to the Scope of Services, if applicable.

**ANM Response:**

Comply. Please see Section 5.8 – Experience and References.

- Project Experience & References – List recent relevant projects, prioritizing those most similar in scope. Include:
  - Project owner and reference contact
  - Project location and scope
  - Design cost, construction cost (if applicable), and total project budget
  - Duration and completion date

**ANM Response:**

Comply. Please see Section 5.8 – Experience and References.



## 5.7 STRATEGY AND IMPLEMENTATION PLAN

Proposers must provide a comprehensive strategy for delivering the services/work required under this solicitation. The plan should demonstrate an understanding of the City's objectives and present a structured approach to executing the Scope of Services/Work, including all requirements outlined in Section 4.0.

The strategy may be presented as a narrative or another suitable format and should address the following:

- Approach to Service/Work Delivery – How the Proposer will fulfill the contract requirements from initiation to completion.

### *ANM Response:*

A large black rectangular box covering the majority of the page, indicating that the response content has been redacted.



- Value-Added Components – Any innovative methodologies, technologies, enhanced reporting, or additional support services that may improve efficiency, quality, or cost-effectiveness.

**ANM Response:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- Communication & Coordination – Strategies for engaging with the City’s personnel, ensuring effective collaboration, and addressing service needs.

**ANM Response:**

ANM provides a transparent, responsive, and communicative partnership with our customers to ensure that all project goals are achieved and long-term service needs are fully supported. Our approach emphasizes proactive coordination, collaborative planning, and accountability at every stage of the engagement.

From project initiation, ANM assigns a Project Manager (PM) to oversee communications, scheduling, and coordination with City stakeholders. This PM works in close alignment with City-



designated personnel to define roles, escalation paths, and approval workflows. The City will also have direct access to key ANM team members, including field engineers, technical support staff, and account leadership.

A structured communication plan begins with a formal project kickoff to confirm scope, schedule, site requirements, and expectations. Throughout the project, the ANM PM maintains visibility into progress through virtual or on-site status updates, supported by a shared project dashboard or summary report for tracking deliverables, milestones, and issue resolution.

Deployment planning is highly collaborative. ANM engages City staff in pre-deployment site assessments to validate device locations, confirm access policies, and address operational needs. We host interactive planning sessions to customize alarm zones, panic button placements, user roles, and alerting protocols to align with the City’s security strategy.

Following system deployment, ANM will ensure a smooth transition to Verkada’s 24/7 technical support while remaining available for escalation, configuration changes, and strategic consultation as needed.

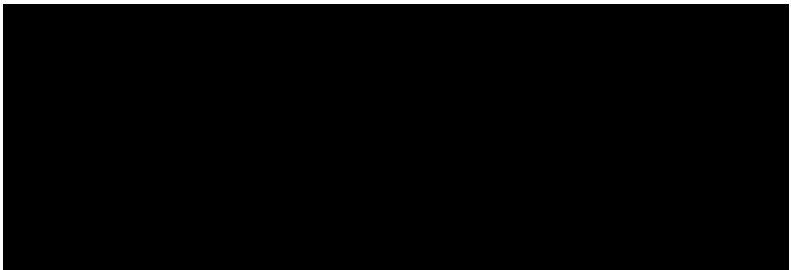
ANM also provides knowledge transfer and training for administrators and IT staff, supported by comprehensive documentation such as user guides and system diagrams for future reference.

To ensure continuity beyond deployment, ANM’s Account Manager, Jeff Horning, will remain actively engaged with the City to support ongoing service needs, future technology planning, and system expansion.

- Implementation Schedule – A timeline that outlines key milestones, mobilization, response times, service availability, deadlines, and deliverables.

**ANM Response:**

The City project involves the installation and configuration of the following equipment:

- 
- 
- 
- 
-



Sample Deployment Timeline & Milestones

Phase	Activity	Timeframe	Deliverables	Response Time / Availability
Project Kickoff	Kickoff call with City stakeholders to confirm site details, access, goals	Day 1	Final project schedule, communication plan, site contact list	Project Manager response: < 1 business day
Pre-Deployment Site Assessment	On-site walkthrough or remote consultation to validate mounting, power, and network readiness	Days 2–3	Site readiness checklist, finalized installation layout	Field team mobilized within 48 hours
Configuration & Pre-Staging	Pre-stage devices, program zones, configure keypad layouts, and test panic button registration	Days 3–4	Device configuration report, IP assignments, user code profiles	Remote config team available Mon–Fri, 8am–5pm
Installation & Physical Deployment	On-site installation of alarm panel, battery backup, keypads, and panic buttons	Day 5	Fully installed hardware, network connectivity confirmed	Technician team on-site; 2-hr response during install
System Integration & Functional Testing	Connect devices to Verkada Command, test alarm zones, triggers, LTE backup, and panic button functionality	Day 6	Alarm validation report, alert test results, backup power test	Technical team available on-site and remotely
Knowledge Transfer	Deliver knowledge transfer and documentation to designated staff	Day 7	User quick guides, escalation procedures	Training available on-site or via web session
Final Walkthrough & Go-Live	Conduct final checklist and system sign-off with City stakeholders. Transition to Verkada for support.	Day 8	Project closeout report, go-live, warranty info	PM available for final Q&A; response < 1 business day



- **Cost-Saving & Efficiency Measures** – Any recommended approaches to optimize resources, reduce expenses, or improve overall performance.

### **ANM Response:**

By leveraging Verkada's cloud-native Command platform, the City eliminates the need for local servers, NVRs, or heavy IT infrastructure—reducing equipment, energy, and maintenance costs. Centralized remote access allows authorized personnel to monitor, configure, and manage the entire alarm and panic button system from a secure web portal or mobile app, streamlining administrative effort and improving response time.

During deployment, ANM prioritizes strategic device placement by identifying optimal keypad and panic button locations that maximize coverage while minimizing hardware redundancy. We also implement role-based access controls and standardized user schedules to simplify system management and reduce long-term administrative overhead.

To ensure operational continuity, each system includes a Verkada battery backup, which maintains alarm functionality during power outages. In addition, LTE failover capability ensures critical alerts are still transmitted if the primary network goes down—minimizing safety risks and avoiding false alarms or missed emergency events.

To support City staff, ANM will provide digital user guides and video walkthroughs that improve knowledge retention. Verkada's system also offers automated reporting and proactive alerting, eliminating manual data pulls by providing insights into system health, panic button usage, and zone triggers. Alerts for disconnections, tampering, or low battery levels help ensure issues are resolved before they cause outages.

Lastly, ANM's solution is built for the future. The system is designed to scale easily with other Verkada product lines such as cameras, access control, and environmental sensors—allowing for phased expansion without costly rework. With all Verkada devices managed under a unified Command platform, the City benefits from reduced training requirements, simplified support, and lower long-term costs.

This plan should clearly illustrate the Proposer's readiness and capability to meet the solicitation's requirements and objectives.

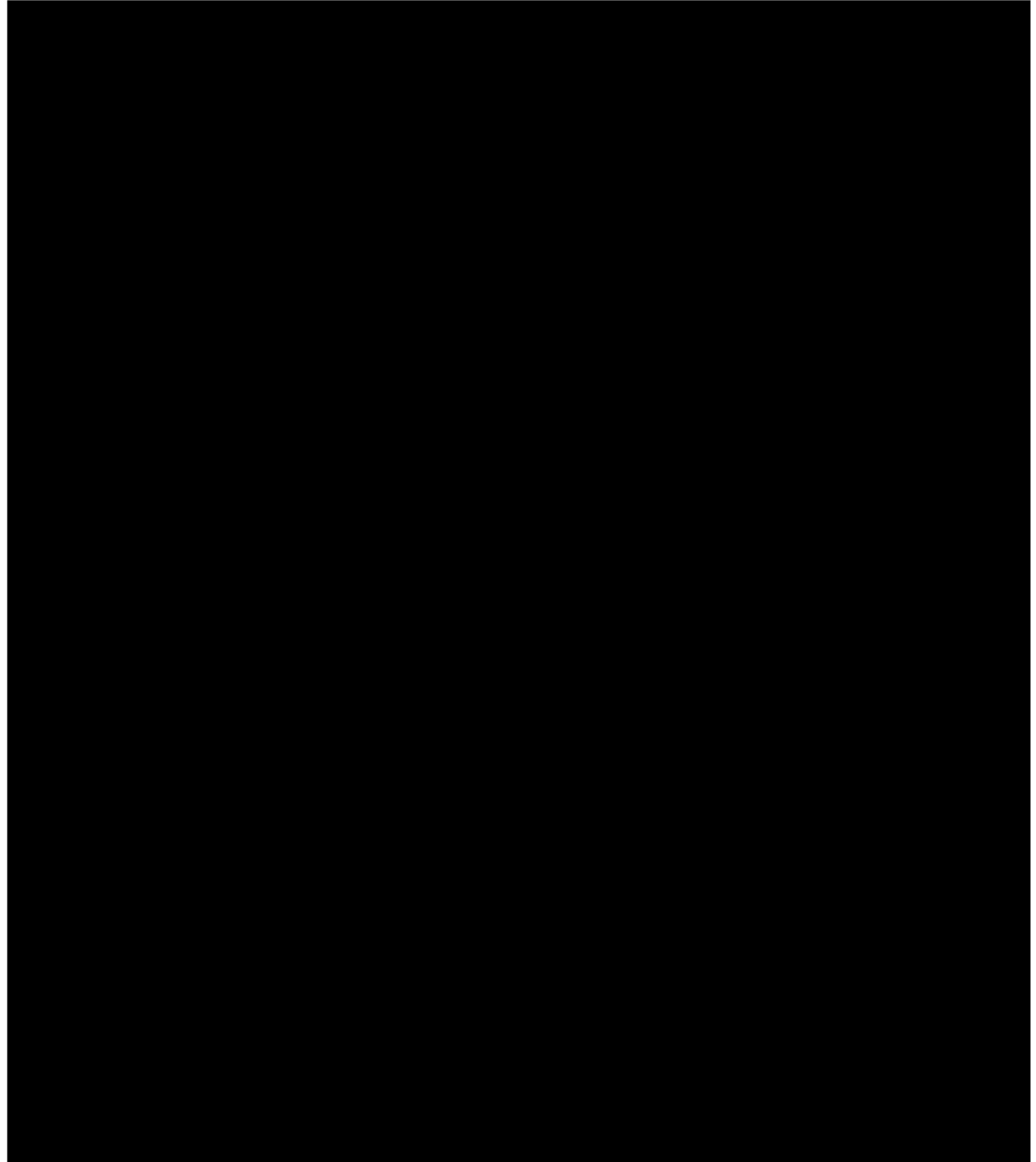
### **ANM Response:**

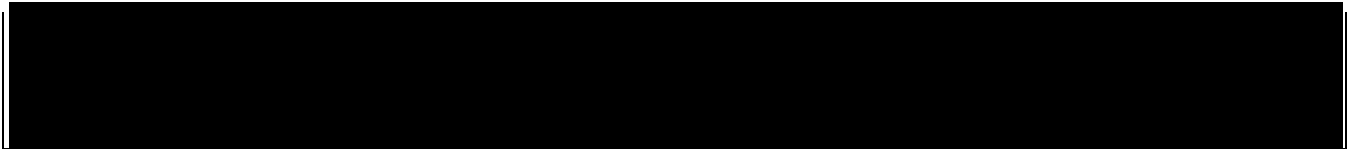
Read and understood.



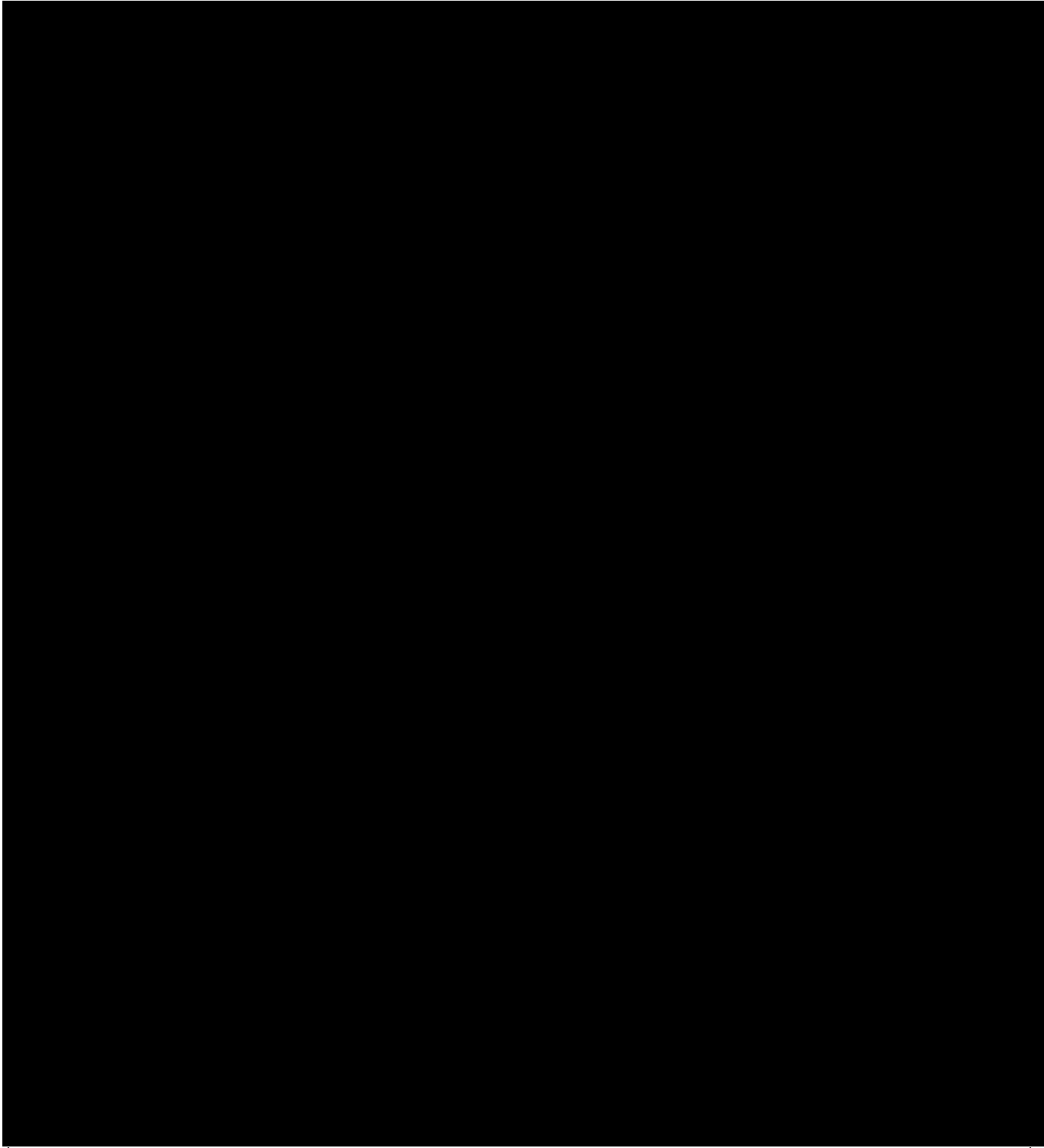
## 5.8 EXPERIENCE AND REFERENCES

### Reference #1





**Reference #2**







Access Control

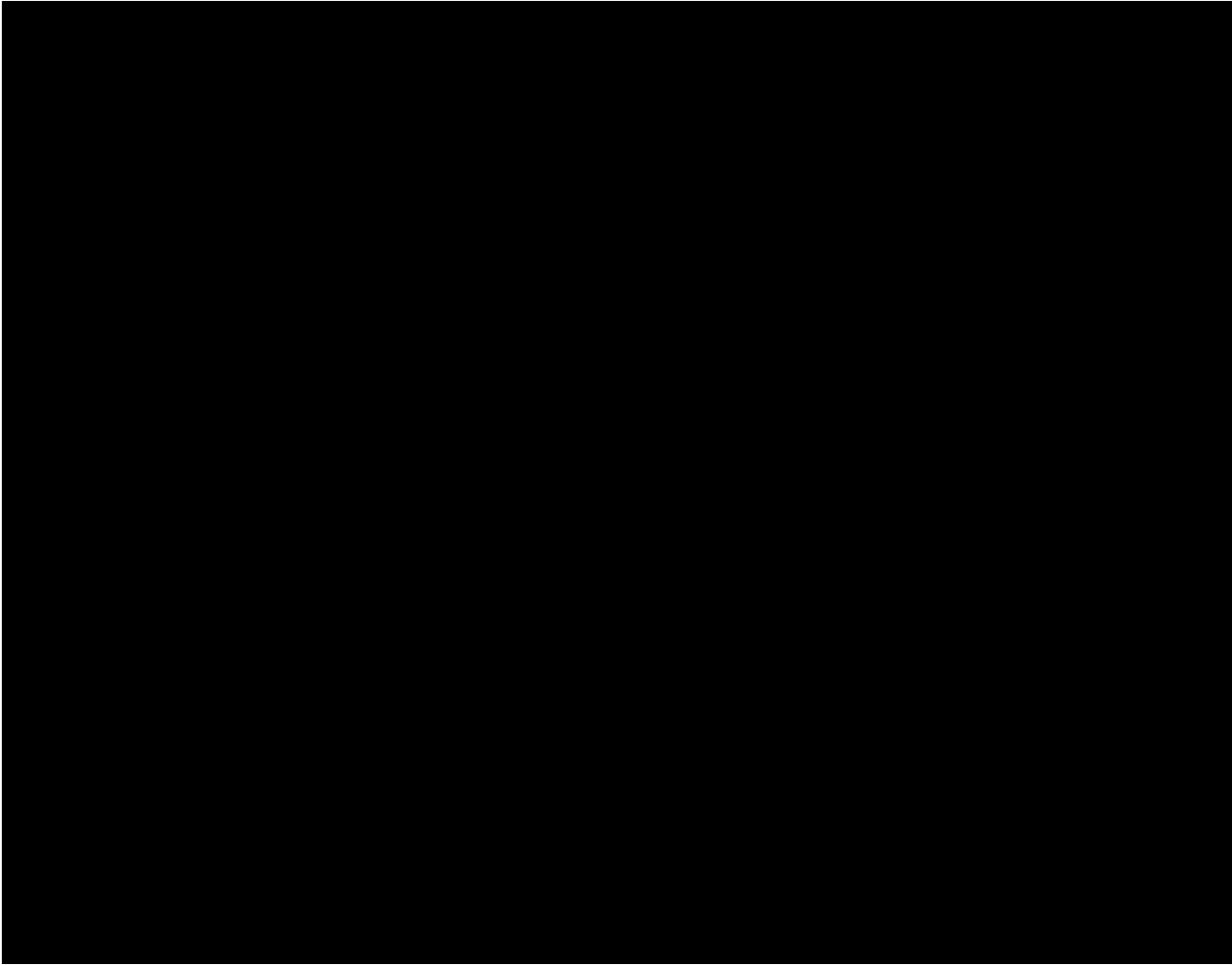
ANM installed access control on 63 controlled doors, including 22 exit device doors and 41 lever strike doors.

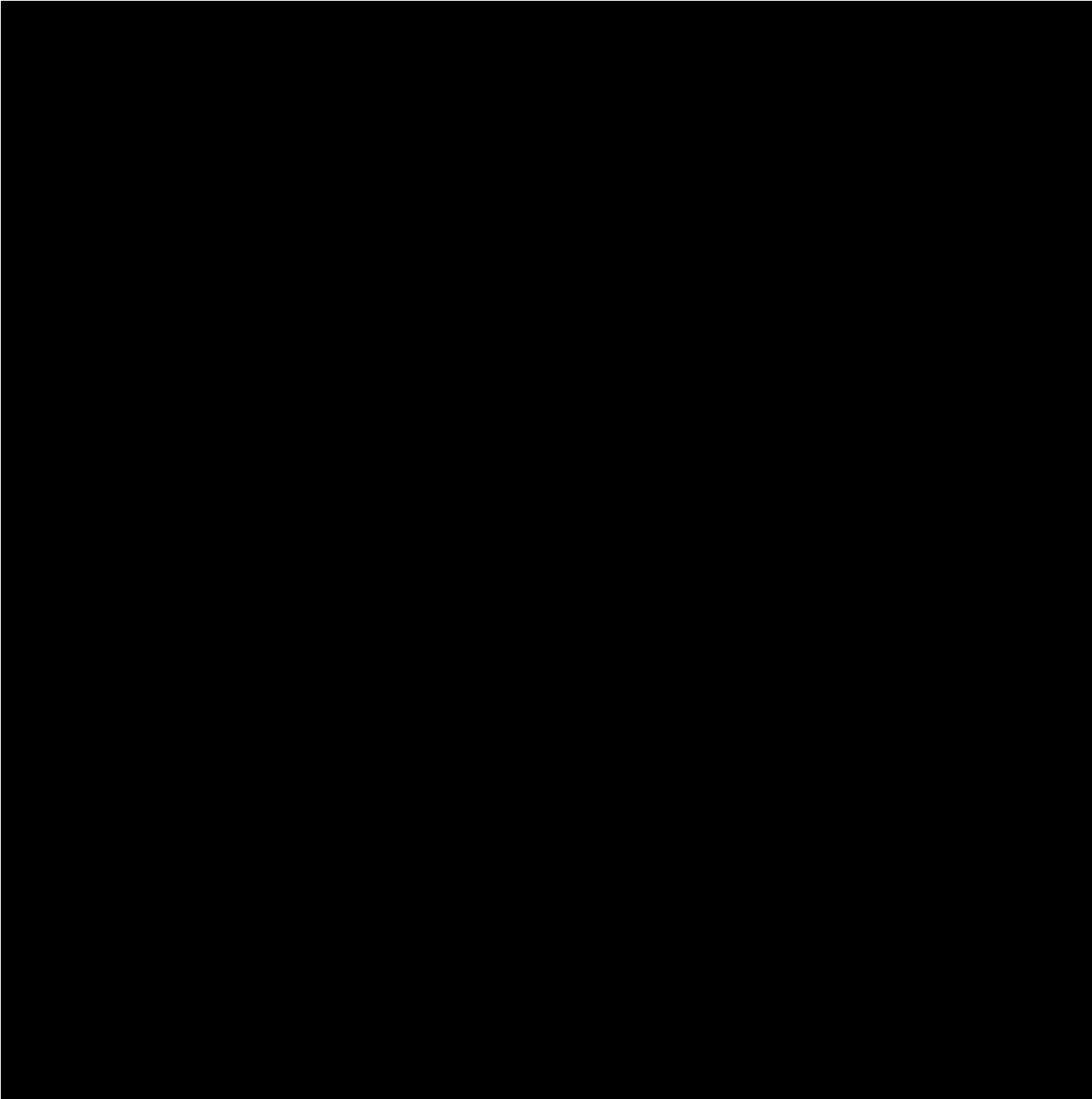
Camera System

ANM installed, calibrated, and set up Verkada indoor and outdoor video security cameras at designated locations based on requested coverage.

Cabling was pulled to all device locations from the nearest IT head end. A new cable tray was installed and mounted along brick hallway walls to support wire runs. Wall penetrations were completed where necessary, and exterior-mounted arms were used as needed. Security head end locations were equipped with wall-mounted equipment racks, AC power, and network connections to support Verkada door units and power supplies. All pathways and connections to network and power sources were coordinated in advance of installation.

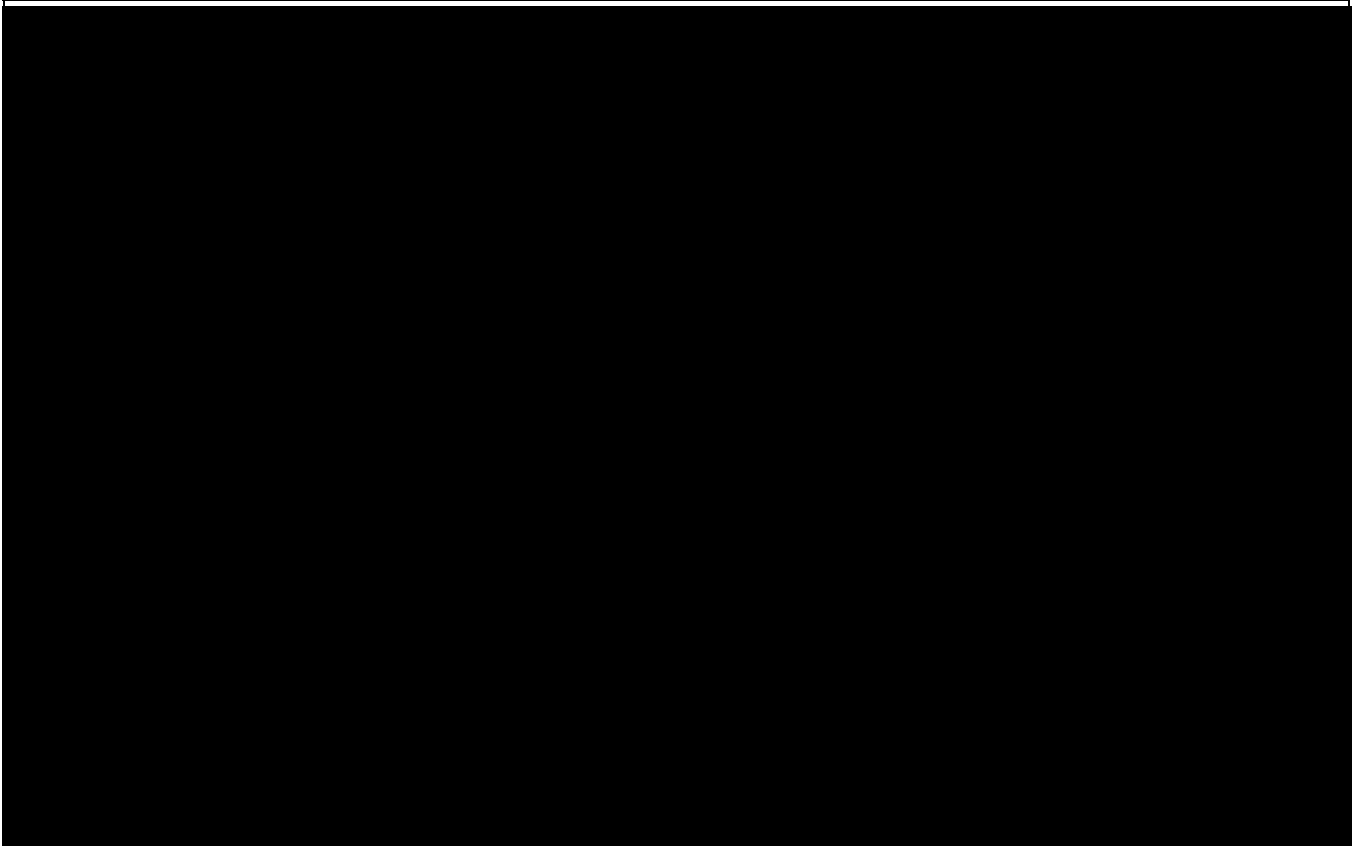
Reference #4



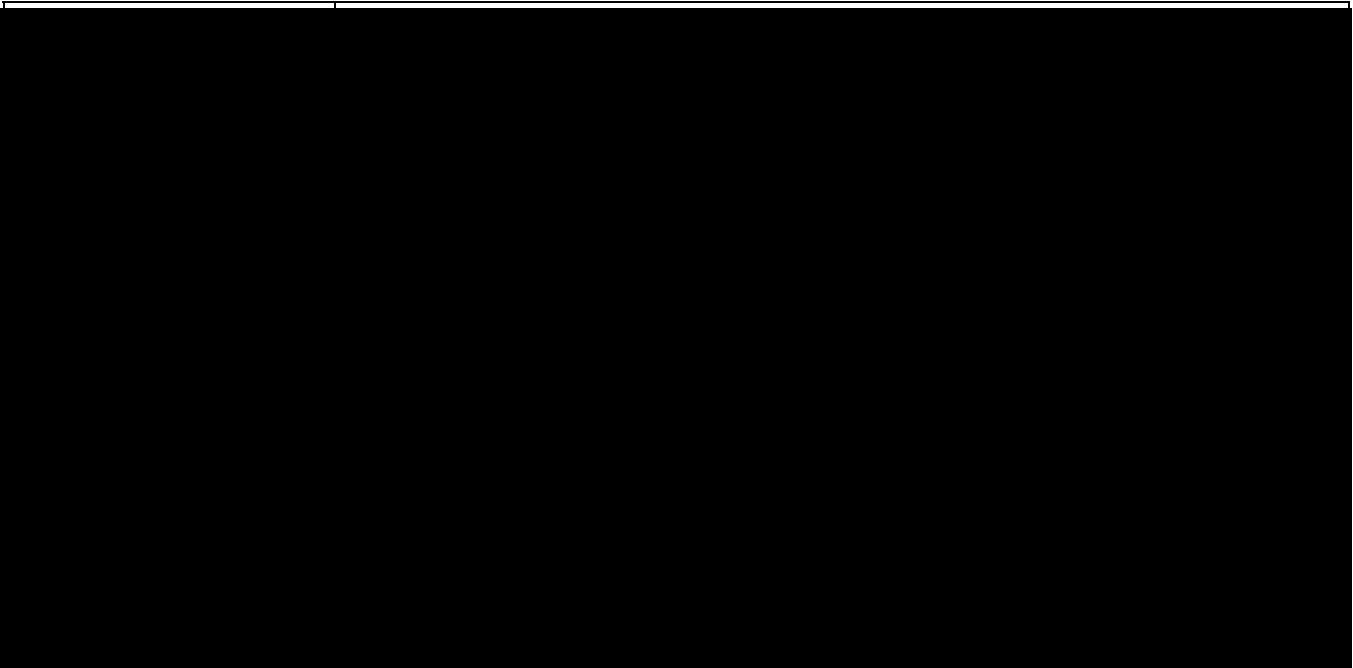


**Reference #5**





**Reference #6**





## **Attachment 1**

### **ANM Statement of Authority**

## Statement of Authority

This Statement of Authority confirms that Kurt Huegin is hereby authorized to act on behalf of Advanced Network Management, Inc. (ANM) in all matters related to the City of Grand Junction Solicitation RFP-5686-25-KF, including but not limited to signing documents, making binding commitments, and representing ANM in communications with the City of Grand Junction.

This delegation of authority is effective as of June 25, 2025 and shall remain in effect until revoked in writing by an authorized officer of ANM.

Executed this 25th day of June, 2025.

### Authorized by:

DocuSigned by:  


**Raminder Mann**

Chief Executive Officer

Advanced Network Management, Inc.

[Raminder.Mann@anm.com](mailto:Raminder.Mann@anm.com)

505.217.0743



**CITY OF GRAND JUNCTION**

RFP-5686-25-KF

ANM ATTACHMENTS

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## **Attachment 2**

### **ANM W-9 Form**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
  
ADVANCED NETWORK MANAGEMENT, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.  
  
☐ Individual/sole proprietor    ☐ C corporation    ☒ S corporation    ☐ Partnership    ☐ Trust/estate  
  
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .  
**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
  
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
  
Exempt payee code (if any) \_\_\_\_\_  
  
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
  
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.  
P O BOX 561489  
6 City, state, and ZIP code  
DENVER, CO 80256-1489  
7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
  
**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
 -  -   
or  
Employer identification number  

8

5

-

0

4

2

7

1

4

2

Part II Certification

Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.  

DocuSigned by:  
Vance Krier  
B9C356222FAC4EC...

Signature of U.S. person

Date  
1/6/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**What's New**  
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## **Attachment 3**

### **Verkada Partner Authorization**





02/19/2025

Advanced Network Management, Inc.  
4001 Jefferson Plaza NE  
Albuquerque, NM 87109  
US

***Ref: Advanced Network Management Inc. as a Gold Plus Reseller for Verkada's Hardware and Software***

To whom it may concern

This letter is to serve as proof that Advanced Network Management Inc. is a Gold Plus Reseller for Verkada's hardware and software, and a Premier Services partner. Please feel free to contact me if you need any further information with respect to Verkada's products. My contact information is provided below.

Sincerely,

DocuSigned by:

**Caleb Augustin**

4571F72A132E4F6...

Caleb Augustin  
*Vice President of Channel, Americas*  
Verkada, Inc.  
405 E. 4th Ave  
San Mateo, CA 94401  
caleb.augustin@verkada.com



**CITY OF GRAND JUNCTION**

RFP-5686-25-KF

ANM ATTACHMENTS

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## **Attachment 4**

### **ANM Sales Quote**



Advanced Network Management, Inc  
304 Inverness Way South #400  
Englewood, CO 80112

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

Jeff Horning  
970-778-2111  
jeff.horning@anm.com

Quote #: QT-000096878

GJ City - Recreation Center Security System Design

June 25, 2025

Part Number	Description	Start Date	End Date	Term(M)	Qty	Price	Extended Price
ACC-VBX-200WH	Backup Battery for BP52 Alarm Panel, 200WH (New Alarms, US				1	\$ 130.44	\$ 130.44
BP52-HW-NA	BP52 32-Zone Alarm Panel, North America Type B Plug (New				1	\$ 589.29	\$ 589.29
BK22-HW	BK22 Touchscreen Alarm Keypad (New Alarms, US and Canada				3	\$ 261.54	\$ 784.62
BR33-HW	BR33 Wireless Panic Button				6	\$ 64.89	\$ 389.34
LIC-BX-MB-3Y-CAP	3-Year Basic Alarms License for 1 Site (New Alarms, US and Canada Only), Capacity Increase				1	\$ 1,179.90	\$ 1,179.90
Misc	Miscellaneous				1	\$ 287.50	\$ 287.50

ANM Professional Services

Part number	Description	Qty	Price	Extended Price
PS	Professional Services	1	\$ 2,688.70	\$ 2,688.70

Sub-Total	\$ 6,049.79
Estimated Taxes	\$ -
Shipping Costs	\$ -
Grand Total	\$ 6,049.79

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

This Quote is only valid if signed by you within 30 days. After that date, the Quote shall expire and you must contact us to issue a new quote with updated pricing. Taxes and Shipping costs are estimates and Customer agrees to pay the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping cost. NTTC required for non-taxable sales. Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption. Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs. Expedited shipping is subject to an additional charge. Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions. Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law. Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_





## Terms and Conditions

These Terms and Conditions ("Agreement") apply to hardware and software (collectively, "Products") and services ("Services") that you ("Customer") purchase from Advanced Network Management, Inc. or its affiliates (collectively, "ANM"). Products that are manufactured by third-party vendors ("Manufacturers") and associated Services provided by such Manufacturers may be subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> ("Manufacturer's Terms") and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer's Terms.

- 1. ORDERS.** Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote ("Quote"), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing including, without limitation, in a Statement of Work (collectively, "Orders").
- 2. TERM.** If Products or Services are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order ("Initial Term"). Products or Services subject to a term that exceeds 12-months (e.g. 3-year subscription) ("Multi-Year Subscriptions") are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products or Services will automatically renew for a term equivalent in length to the then-expiring term ("Renewal Term") unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products or Services that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.
- 3. PRICE.** Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
- 4. PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. A service charge of 1.5% per month may be added to all past due balances until collected. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys' fees and costs.
- 5. SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM's surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM's shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.
- 6. PRODUCT RETURNS; RMA.** Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer's ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.
- 7. SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM's purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM's purchase money security interest).
- 8. WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Services performed by the Manufacturer (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Services performed by Manufacturers, which shall be Customer's sole and exclusive remedy relating to such Products and Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9. INDEMNIFICATION.** Unless prohibited by law, Customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
- 10. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT AND SERVICES PERFORMED BY MANUFACTURERS WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO SERVICES PERFORMED BY ANM SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO ANM FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.
- 11. DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
- 12. NOTICES.** Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.
- 13. SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.
- 14. ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.



ADVANET-04

JSTEWART1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Jeffrey Stewart PHONE (A/C, No, Ext): (505) 348-1825 FAX (A/C, No): E-MAIL ADDRESS: jeffrey.stewart@hubinternational.com
INSURED  Advanced Network Management, Inc. 4001 Jefferson Plaza NE Albuquerque, NM 87109	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company 40142 INSURER B: American Guarantee & Liability Insurance Company 26247 INSURER C: Endurance American Specialty Insurance Company 41718 INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CPO9704012	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPO9704012	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC9985622	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	X	WC9980689	8/1/2025	8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber E&O			PRO30033308202	8/1/2025	8/1/2026	Aggregate 10,000,000
C	Cyber E&O			PRO30033308202	8/1/2025	8/1/2026	Per Occurance 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Grand Junction  
250 N 5th St  
Grand Junction, CO 81505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Rafael M. [Signature]*



## Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CP0970401200	08/01/2025	08/01/2026				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**  
Advanced Network Management  
4001 Jefferson Plaza NE  
Albuquerque, NM 87109

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

## Technology Liability Enhancement Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO070401200

Effective Date: 08/01/2025

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

### A. Broadened Named Insured

#### 1. The following is added to Section II – Who Is An Insured:

Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- Is newly acquired or formed during the policy period;
  - Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
  - Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.
- Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

#### 2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

### B. Newly Acquired or Formed Organizations as Named Insureds

#### 1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

#### 2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

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### C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

#### 2. Each of the following is also an insured:

- Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

##### (1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to "bodily injury" arising out of his or her providing or failing to provide:

- Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or
- "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

### D. Insured Status – Amateur Athletic Participants

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

#### a. "Bodily injury" to:

- Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

#### b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- Your "employee", "volunteer worker" or any person you sponsor; or

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- You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

### E. Additional Insureds – Lessees of Premises

#### 1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

#### 2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the written contract or written agreement referenced in Subparagraph E.1. of this endorsement; or
- Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

### F. Additional Insured – Vendors

#### 1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph F. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

#### 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

##### a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs (4) or (6); or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

#### 3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the vendor is the amount of insurance:

- Required by the written contract or written agreement referenced in Subparagraph F.1. of this endorsement; or
- Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

### G. Additional Insured – Managers, Lessors or Governmental Entity

#### 1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- Your acts or omissions; or
  - The acts or omission of those acting on your behalf; and
- resulting directly from:

- Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- Ownership, maintenance, occupancy or use of premises by you; or
- Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

#### 2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

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- (1) Owners or other interests from whom land has been leased by you; or
- (2) Managers or lessors of premises, if:
- (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
- (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph G.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph G. shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. Additional Insured – Other Persons or Organizations

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs E. through Paragraph G. of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph H. does not apply to any person or organization:

- a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;
- b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- c. Who is scheduled as an additional insured under another endorsement attached to this policy.

3. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph H.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph H. shall not increase the applicable Limits of Insurance shown in the Declarations.

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#### I. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – **Limits Of Insurance**.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

#### J. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

#### K. Limited Contractual Liability Coverage – Personal And Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

##### e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

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- (2) Assumed in a written contract or written agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement. Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

#### L. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### M. Broadened Property Damage

1. **Property Damage to Contents of Premises Rented Short-Term**

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – **Limits Of Insurance**.

2. **Elevator Property Damage**

a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. **Property Damage to Borrowed Equipment**

a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

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Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

#### N. Expected or Intended Injury or Damage

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### O. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

#### P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. **Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

(6) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

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**Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm**

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:  
"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".  
"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".
2. The following definition is added to the **Definitions** Section:  
"Labor leasing firm" means any person or organization who hires out workers to others, including any:
  - a. Employment agency, contractor or services;
  - b. Professional employer organization; or
  - c. Temporary help service.

**R. Definition – Mobile Equipment**

- Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":
    - (1) Equipment designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**S. Definitions – Your Product and Your Work**

- The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:  
"Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.

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- c. Does not include vending machines or other property rented to or located for the use of others but not sold.  
"Your work":
  - a. Means:
    - (1) Work, services or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

**T. Expanded Personal and Advertising Injury Definition**

1. The "personal and advertising injury" definition under the **Definitions** Section is replaced by the following:  
"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement";
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
  - h. Discrimination, harassment or segregation, based on sex, sexual orientation, gender identity, gender expression, marital status, race, creed, religion, national origin, age, physical capabilities or mental capabilities, except to the extent:
    - (1) Insurance for the discrimination, harassment or segregation is prohibited by law; or
    - (2) The discrimination, harassment or segregation directly or indirectly relates to the employment, prospective employment or termination of employment of any person or persons by any insured.  
As used in this endorsement, discrimination, harassment or segregation includes continuous or repeated exposure to substantially the same general harmful conditions.
2. Solely for the purposes of Paragraph **1.h.** above, the following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability**:  
This insurance does not apply to:  
**Discrimination, Harassment Or Segregation Prior To Policy Period**  
"Personal and advertising injury" arising out of any discrimination, harassment or segregation which formed the basis of an offense before the beginning of the policy period.

**U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition**

- The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:  
Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

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In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

**V. Other Insurance Condition**

- Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:
4. **Other Insurance**  
If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
    - a. **Primary Insurance**  
This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:
      - (1) The additional insured is a Named Insured under such other insurance; and
      - (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.  
Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
    - b. **Excess Insurance**
      - (1) This insurance is excess over:
        - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
          - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
          - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
          - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
          - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
          - (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:  
Equipment you borrow from others; or  
Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
        - (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
        - (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured

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on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**W. Unintentional Failure to Disclose All Hazards**

- Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:
6. **Representations**  
By accepting this policy, you agree:
    - a. The statements in the Declarations are accurate and complete;
    - b. Those statements are based upon representations you made to us; and
    - c. We have issued this policy in reliance upon your representations.  
Coverage will continue to apply if you unintentionally:
    - a. Fail to disclose all hazards existing at the inception of this policy; or
    - b. Make an error, omission or improper description of premises or other statement of information stated in this policy.  
You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**X. Waiver of Right of Subrogation**

- Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:
8. **Transfer Of Rights Of Recovery Against Others To Us**
    - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
    - b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**Y. In Rem**

- Section **IV – Commercial General Liability Conditions** is amended to add the following:  
**In Rem**  
Any "suit" brought as an action *in rem* against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

**Z. Liberalization Condition**

- The following condition is added to Section **IV – Commercial General Liability Conditions**:  
**Liberalization Clause**  
If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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## Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Adfl. Prem.	Return Prem.
CPO9704012003	01/01/2025	08/01/2026				

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form  
Motor Carrier Coverage Form

#### A. Amended Who Is An Insured

##### 1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

##### 2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

#### B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

#### D. Driver Safety Program Liability and Physical Damage Coverage

##### 1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

##### 2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

##### Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

##### b. Any:

- Overdue lease or loan payments at the time of the "loss";
- Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- Security deposits not returned by the lessor;
- Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
- Carry-over balances from previous leases or loans.

#### F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

##### Loss Of Use Expenses

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For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

##### Personal Effects Coverage

- We will pay up to \$750 for "loss" to personal effects which are:

- Personal property owned by an "insured"; and
- In or on a covered "auto".

- Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

- The reasonable cost to replace; or
- The actual cash value.

- The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

- Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
- Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
- Paintings, statuary and other works of art.
- Contraband or property in the course of illegal transportation or trade.
- Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

- The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

- The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- Are the property of an "insured"; and
- Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

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#### K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

#### N. Temporary Substitute Autos – Physical Damage

- The following is added to Section I – Covered Autos:

##### Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- Breakdown;
- Repair;
- Servicing;
- "Loss"; or
- Destruction.

- The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

##### Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant

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or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Effective Date: 08/01/2025

Policy No. WC 9980689

Insured Advanced Network Management, Inc.

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned by \_\_\_\_\_