

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT FOR  
UNDERGROUND FIBER OPTIC CABLE INSTALLATION SERVICES (2018.027)**

THIS AGREEMENT ("Agreement") is made this 24<sup>th</sup> day of August 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Communication Construction & Engineering, Inc., located at 2091 East 74<sup>th</sup> Avenue, Unit I, Denver, Colorado 80229, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the attached RFP 2018-027 UNDERGROUND FIBER OPTIC CABLE INSTALLATION and the Contractor's response to the RFP 2018-027 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date first written above.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of Seventy-four thousand, six hundred thirty-four dollars and ninety cents (\$74,634.90).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000  
8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **10. WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **11. TERMINATION:**

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **12. MUTUAL UNDERSTANDINGS:**

12.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Information Technology & Innovation  
Contact: Andy Koehler  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6135  
E-mail: akoehler@adcogov.org

Department: Adams County Purchasing  
Contact: Anna Forristall  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6297  
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Communication Construction & Engineering, Inc.  
Contact: Greg Primavera  
Address: 2091 East 74<sup>th</sup> Avenue, Unit I  
City, State, Zip: Denver, Colorado 80229  
Phone: 303-906-5156  
E-mail: GregP@CommunicationConstruction.com

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

**13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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

- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**ADAMS COUNTY, COLORADO  
COUNTY MANAGER**

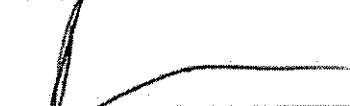


Raymond H. Gonzales

8-24-18

Date

**COMMUNICATION CONSTRUCTION & ENGINEERING, INC.**



Signature

8-22-18

Date

Russell Moore

Printed Name

President

Title

Attest:

Stan Martin, Clerk and Recorder



Deputy Clerk

Approved as to Form:



Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF ADAMS

STATE OF COLORADO )SS.

Signed and sworn to before me this 22 day of August, 2018,

by Russell Moore

Notary Public JAMES DASCH

My commission expires on:

Sept 13, 2021

JAMES DASCH  
Notary Public - State of Colorado  
Notary ID 20174038444  
My Commission Expires Sep 13, 2021

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

### CONTRACTOR:

Communication Construction Engineering, Inc 8-22-18  
Company Name Date

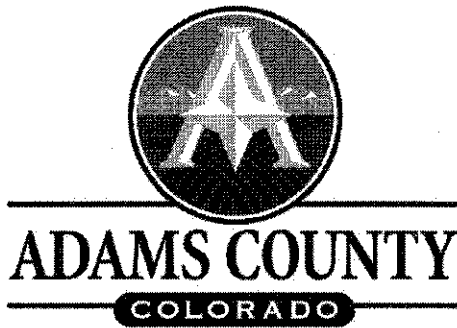
[Signature]  
Signature

Russell Moore  
Name (Print or Type)

President  
Title

Note: Registration for the E-Verify Program can be completed at:  
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL COVER SHEET

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RFP Issue Date: **June 19, 2018**

RFP Number: **RFP-AF-2018-027**

RFP Title: **UNDERGROUND FIBER OPTIC CABLE  
INSTALLATION**

RFP Questions Due: **July 3, 2018 at midnight MT**

Proposal will be received until: **July 17, 2018 at 2:00 pm MT, (According to our Clock)**  
Adams County Government Center  
Central Front Lobby  
4430 South Adams County Parkway,  
Brighton, CO 80601

For additional information please contact: **Anna Forristall, Contract Specialist III**  
**720-523-6297**  
**[aforristall@adcogov.org](mailto:aforristall@adcogov.org)**

Documents included in this package:

- Proposal Instructions
- General Terms and Conditions
- Scope of Work (SOW)
- Pricing Form
- Contractor's Certificate of Compliance
- Contractor's Statement
- References Form
- Vendor Information Form
- Appendix A – Sample Agreement
- Attachment 1- Map of Installation



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for the purchase of **UNDERGROUND FIBER OPTIC CABLE INSTALLATION** as specified herein from a source of supply that will provide prompt and efficient service to the County.
2. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this Solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope(s) as follows:

**Mailing Address:**

Adams County Government Center  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, CO 80601  
ATTN: Anna Forristall  
Contract Specialist III  
RFP-AF-2018-027

**Hand Deliveries accepted:**

Adams County Government Center  
First Floor Central Lobby Receptionist  
4430 South Adams County Parkway  
Brighton, CO 80601  
ATTN: Anna Forristall  
Contract Specialist III  
RFP-AF-2018-027

3. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
  - 3.1. Interested parties must register with this service (free) to view and download these documents.
4. **TERM OF AGREEMENT:** This is a one year agreement with the option of two one year renewals.
  - 4.1. **OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS:** The prices or discounts quoted by the Contractor in its Proposal shall prevail for the first one year term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one year periods and to negotiate price for each renewal term. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

## 5. CONTRACTUAL OBLIGATIONS

- 5.1. The successful Contractor will be required to sign an Agreement substantially similar to the Sample Agreement in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 5.2. Issuance of this Solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 5.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 5.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 5.7. The County may, during the term of the Agreement and any extensions/renewals, request additional work at other locations throughout Adams County by the successful Contractor.

## 6. METHOD OF AWARD - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

- 6.1. Pricing MUST be submitted in a separate sealed envelope.
- 6.2. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications, risk and incentives, and financial condition of the Contractor.

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

7.7. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Anna Forristall, Contract Specialist III, [aforristall@adcogov.org](mailto:aforristall@adcogov.org). The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County.

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

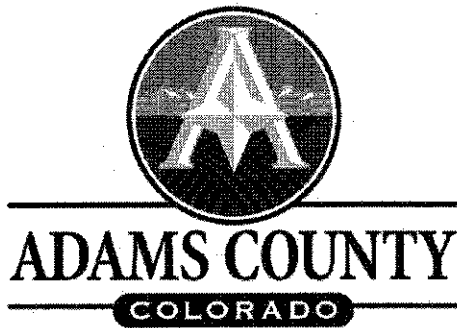
8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

9. BUDGET: Budget will not be disclosed.

10. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF PROPOSAL**
  - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
    - 2.1.1. Contractors shall make all investigations necessary to thoroughly understand the requirements of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
    - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and Procedures and state and federal statutes. When conflicts occur, the highest authority will prevail.
    - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in

the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this Solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this Solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

## 5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work/Statement of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the Cover Sheet of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

- 5.1.3. **ADDENDUM/ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL ADDENDUM/ADDENDA POSTED ON THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). EACH AND EVERY ADDENDUM SHALL BE SEPARATELY ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM.**



## **5.2. PRICES CONTAINED IN PROPOSAL, DISCOUNTS, AND TAXES**

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty (30) days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 20-1971780

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

## **6. SIGNING PROPOSAL AND COLLUSION**

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

## **7. PREPARATION AND SUBMISSION OF PROPOSAL**

### **7.1. PREPARATION**

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement form. The Contractor's Statement form in this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return this form in its Proposal, the Proposal may be invalid and may not be considered.

- 7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.
- 7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission is due.

## 7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation title and number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division will be accepted; Proposals submitted by telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.3. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal.
- 7.2.4. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the Solicitation regardless of the method of delivery.
- 7.2.5. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

## 8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening/closing shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

**UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
RFP-AF-2018-027**

- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

**9. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 9.1. **MODIFICATIONS TO PROPOSALS.** Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

**9.2. WITHDRAWAL OF PROPOSALS**

- 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchasing Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

**10. REJECTION OF PROPOSALS**

- 10.1. **REJECTION OF PROPOSALS.** The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

- 10.1.2. Re-advertise this Solicitation;
- 10.1.3. Postpone or cancel the process;
- 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation.
- 10.2. **REJECTION OF A PARTICULAR PROPOSAL.** In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:
  - 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;
  - 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
  - 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
  - 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
  - 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement form.
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

## **11. ELIMINATION FROM CONSIDERATION**

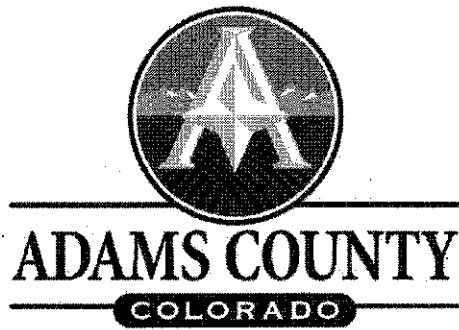
- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

**12. QUALIFICATIONS OF CONTRACTOR:** The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

**13. AWARD OF SOLICITATION:** The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL SCOPE OF WORK

### I. INTRODUCTION

Adams County (County) is seeking proposals from qualified and experienced firms to provide UNDERGROUND FIBER OPTIC CABLE INSTALLATION.

### II. REQUIRED DOCUMENTATION

Failure to provide the required information may deem your submittal non-responsive.

Items which must be included in the response/submittal in order to be accepted and evaluated:

- RFP Response/Proposal
- W-9
- Pricing Form (In separate marked and sealed envelope)
- Contractor's Certification of Compliance (Signature required)
- Contractor's Statement (Signature required)
- References Form - Three (3) recent projects of similar size and scope or complexity
- Vendor Information Form
- One (1) marked ORIGINAL proposal, One (1) USB or CD with a single PDF formatted proposal and four (4) paper hardcopies of the proposal.

### III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.

**SUBMISSION OF PROPOSALS: ONE (1) hardcopy proposal marked ORIGINAL, ONE (1) electronic original version (USB or CD with a single PDF formatted proposal document) and four (4) PAPER COPIES of the proposal submittal.** The Proposal must be received at the time and place specified on the first page of this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this Solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive. **The electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.**

**PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE HARD COPY PROPOSALS.**

1. Provide Proposal submittal without reference to Adams County logo.
2. Proposal shall be in an organized and easy-to-find format.
3. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
4. Profile of the Firm (if applicable) – State whether your firm is local, national, or international.  
Also include the following:
  - a. The Firm's key contact name, phone number and email address for this project. (Your Firm's "Project Manager").
  - b. The size of the firm and the size of the local office.
  - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
  - d. Number and nature of staff to be assigned to this project on a part-time basis.
  - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
  - f. Provide any substantiated complaints against the firm in the last three (3) years and any outstanding litigation.

**IV. STATEMENT OF WORK:**

**1. Purpose:**

Adams County Government is seeking a Contractor to install new conduit and fiber optic cables between the Adams County Fleet Maintenance Building located at 4955 East 74<sup>th</sup> Avenue, Commerce City, CO 80022, and the Adams County Opportunity Center located at 8031 I-76 Service Road, Henderson, CO 80640. Please see Attachment 1 – Project Map.

**2. Project Goals:**

- 2.1. Installation of a new two-inch underground conduit using directional boring starting at the existing pull box on the NE corner of 74<sup>th</sup> & Dahlia St., going South along Dahlia, and Northeast along the I-76 Frontage Road, and ending at the existing pull box at the Northeast entrance of the Adams County Opportunity Center.
- 2.2. Installation of a new 96 strand single mode armored fiber optic cable starting at the hand hole on the NE corner of 74<sup>th</sup> & Dahlia St. and ending at a new hand hole at the NE corner of the I-76 Frontage Road and Dahlia St.

2.3. Installation of a new 24 strand armored single mode fiber optic cable inside the new 2" conduit starting at the new hand hole on the Northeast corner of the I-76 Frontage Road and Dahlia St., through the new 2" conduit to the existing hand hole at the Northeast entrance of the Adams County Opportunity Center and continuing on through the existing 2" conduit which enters the building and goes directly to the 2<sup>nd</sup> floor IDF.

2.4. Splicing of four strands of fiber in the existing hand hole on the corner of 74<sup>th</sup> & Dahlia St from the new 96 strand cable to the existing 12 strand cable which goes to the Adams County Sheriff Substation. Strands to be spliced will be specified by Adams County at project initiation.

2.5. Splicing of four strands of fiber in the new hand hole on the Northeast corner of the I-76 Frontage Road and Dahlia St. from the new 96 strand cable to the new 24 strand cable. Strands to be spliced will be specified by Adams County at project initiation.

2.6. Install and terminate all 24 strands inside a new rack mountable splice enclosure using SC connectors inside the 2<sup>nd</sup> floor IDF of the Adams County Opportunity Center using existing rack.

### 3. **Mandatory Project Requirements:**

3.1. Contractor will use "armored" cable for both the new 96 strand and 24 strand fiber optic cables.

3.2. Contractor will install pull boxes at a minimum of every 1000' along the path, and at any point where there is a bend that equals or exceeds 90 degrees. All pull boxes will be labeled "Adams County Government Fiber." All utility pull boxes and vaults must be traffic rated.

3.3. Contractor will leave at least 50' of slack in each pull box to allow for future damage repairs.

3.4. The four strands of spliced fiber optic cable must be tested for distance, loss, and continuity using both a OTDR and light source power meter, and electronic results provided to Adams County before acceptance.

3.5. The new fiber optic conduit pathways must be appropriately marked with signage markers indicating "Adams County Government Fiber."

3.6. Contractor will follow the conduit path as defined in the statement of work and the included project map.



3.7. Contractor will be required to obtain all required permits on behalf of Adams County, including, but not limited to, right-of-way for Adams County, Commerce City, and the State of Colorado. Contractor will provide an estimate for costs of all applicable permits separate from overall project cost. Adams County will be responsible for paying any permit fees.

3.8. Contractor will provide as-built map of the fiber pathway in AutoCAD or ESRI format.

3.9. Contractor will provide an estimated completion date with submittal.

**4. Project Proposal Deliverables:**

4.1. A detailed project plan, which must include the following:

4.1.1. A detailed list of project deliverables

4.1.2. An itemized cost breakdown for project, including all labor, materials, and required permits.

4.1.3. A planned project timeline

4.1.4. Detailed maps showing proposed fiber and conduit routes

**5. Method of Award:**

Adams County will award the agreement to the successful Contractor who receives the highest score from the County appointed Evaluation Team. The vendor responses will be rated based upon the following criteria, in no particular order:

- Project Approach
- Vendor experience/suitability
- References
- Project completion timeframe
- Cost of proposal

**6. Competency of Contractor:**

The successful Contractor must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of Adams County. The County reserves the

right, before awarding the contract, to require a vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the vendor, including past performance and experience with Adams County) in making the award in the best interests of Adams County.

## **7. Work Completion**

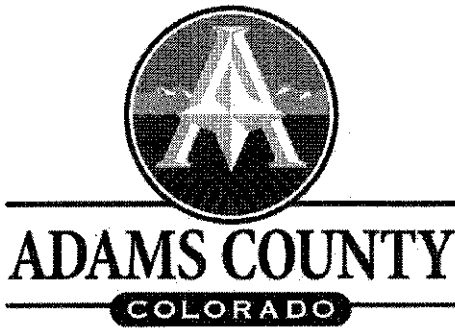
The prospective Contractor shall state in its response the number of calendar days from the issue date of the County Purchase Order for work completion, repair, and/or service.

**Time for completion may be considered a factor in determining the successful Contractor. The completion date shall not exceed one hundred and twenty (120) calendar days** after the release date of the Purchase Order.

All work shall be performed in accordance with good commercial practice and the work schedule and completion dates shall be adhered to by the successful Contractor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify Adams County of the delays in advance of the original completion date so that a revised completion date can be negotiated. Should the Contractor(s) fail to complete the work within the number of days as stated in its response, it is hereby agreed and understood that Adams County reserves the right to cancel the agreement with the Contractor and to secure the services of another supplier to complete the work. If Adams County exercises this right, Adams County shall be responsible for reimbursing the Contractor for work which was completed and found acceptable to Adams County in accordance with the specifications. In addition, Adams County may, at its sole discretion, request payment from the original Contractor, through an invoice or credit memo, for any additional costs over and beyond the original response price which were incurred by Adams County as a result of having to secure the services of another supplier.

## **END OF STATEMENT OF WORK**

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Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
PRICING FORM: 2018-027  
(Submit in separate sealed envelope)**

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

Contractor Name \_\_\_\_\_ Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

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

Material costs: \$ \_\_\_\_\_

Labor costs: \$ \_\_\_\_\_

TOTAL PROJECT PRICE (Firm Fixed Fee without permit fees):

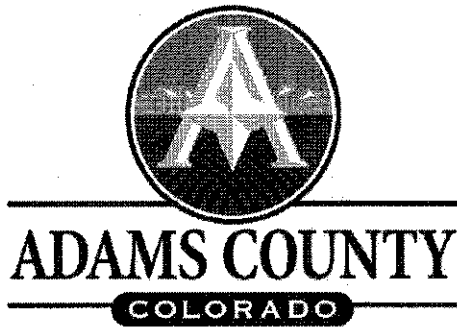
\$ \_\_\_\_\_

Estimated Permit Fees (County's responsibility):

\$ \_\_\_\_\_

Calendar Days for project completion:

\_\_\_\_\_



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
CONTRACTOR'S CERTIFICATION  
OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

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Contractor Name

---

Printed or Typed Name

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Signature

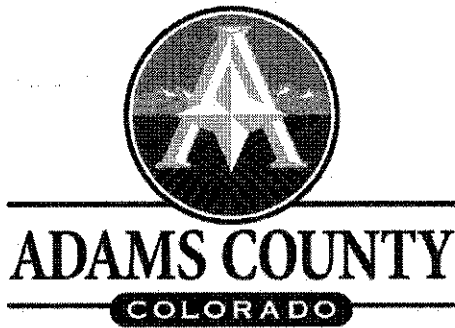
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Title

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Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
CONTRACTOR'S STATEMENT**

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the Bid/Proposal is hereby submitted.

If any of the documents listed on the Cover Sheet are missing from this package, contact Adams County Purchasing. If you require additional information, call the contact person named on the Cover Sheet.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid/Proposal, (3) the Contractor will accept any awards made to it as a result of the Bid/Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

**WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:**

(List addendum numbers separately): \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

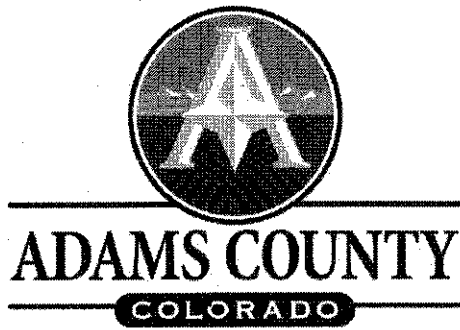
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
County

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL REFERENCE FORM

### 1. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

### 2. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

### 3. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

# EXHIBIT A

COMMUNICATION CONSTRUCTION AND ENGINEERING, INC



## RFP-AF-2018-027

Prepared for: Anna Forristall, Contract Specialist III

Prepared by: Greg Primavera, Project Manager

July 17, 2018

Adams County- Underground Fiber Optic Cable Installation

## **EXECUTIVE SUMMARY**

### **Objective**

To establish Communication Construction and Engineering as the leader in Telecommunications Engineering and Construction through superior quality of work and timely completion of work. To create long term relationships with clients, vendors, and suppliers in the industry to create seamless workflows between companies.

### **Goals**

To become a respected and trusted partner of Adams County for all Underground Fiber Optic Installations and Testing for present projects and future projects.

### **Solution**

Since 2001, Denver-based CCE has used the latest in horizontal directional drilling techniques to build exceptional network infrastructures for a wide variety of clients. We are dedicated to providing unsurpassed hydro excavation services at the best value possible.

### **Project Outline**

This project will consist of:

- Installation of a new two-inch underground conduit using directional boring starting at the existing pull box on the NE corner of 74th & Dahlia St., going South along Dahlia, and Northeast along the I-76 Frontage Road, and ending at the existing pull box at the Northeast entrance of the Adams County Opportunity Center.
  - Installation of a new 96 strand single mode armored fiber optic cable starting at the hand hole on the NE corner of 74th & Dahlia St and ending at a new hand hole at the NE corner of the I-76 Frontage Road and Dahlia St.
  - Installation of a new 24 strand armored single mode fiber optic cable inside the new 2" conduit starting at the new hand hole on the Northeast corner of the I-76 Frontage Road and Dahlia St., through the new 2" conduit to the existing hand hole at the Northeast entrance of the Adams County Opportunity Center and continuing on through the existing 2" conduit which enters the building and goes directly to the 2nd floor IDF.
  - Splicing of four strands of fiber in the existing hand hole on the corner of 74th & Dahlia St from the new 96 strand cable to the existing 12 strand cable which goes to the Adams County Sheriff Substation. Strands to be spliced to be specified by Adams County at project initiation.
  - Install and terminate all 24 strands inside a new rack mountable splice enclosure using SC connectors inside the 2nd floor IDF of the Adams County Opportunity Center using existing Rack.
-



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## COMMUNICATION CONSTRUCTION AND ENGINEERING, INC

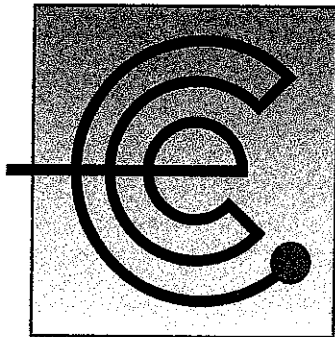
### Company Qualifications

Communication Construction and Engineering, Inc has been operating in the Denver area for 18 years and has installed nearly 1,000,000 feet of conduit for fiber optic cable, telephone cable, and electrical wiring.

With our own engineering staff we are capable of handling the route selection, route engineering, plan set creation, and permitting in-office. Using the newest version of survey grade equipment and Autocad software we are able to create highly accurate, geo-spatially correct drawings. Having our own engineering department allows our engineers to communicate and work directly with the construction crews to ensure constructibility and determine any future issues ahead of time.

Our in-house technicians are equipped to handle all aspects of underground outside plant (OSP) construction, including (but not limited to): directional boring, horizontal directional drilling, hydro excavation, potholing, trenching, conduit installation, cable pulling and fiber optic fusion splicing, and utility locates.

At Communication Construction, we place critical importance on accuracy when constructing or improving a fiber optic network. We use the latest in Fiber Optic Fusion Splicing technology to ensure your fiber optic cables are fused with impeccable precision. Fusion splicing is a complex process with many variables, and our in-house certified technicians are guaranteed to handle the work with expertise.



**COMMUNICATION  
CONSTRUCTION  
& ENGINEERING**

2091 East 74th Avenue, Unit I  
Denver, Colorado 80229

**CEO- Russell Moore**

**Project Manager- Greg Primavera**

**Construction Manager-Trevor Dykes**

**Please feel free to contact us with any questions that may arise. We look forward to working with you on this project.**



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Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
CONTRACTOR'S CERTIFICATION  
OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Communication Construction & Engineering, Inc.

Contractor Name

Russell Moore

Printed or Typed Name

Signature

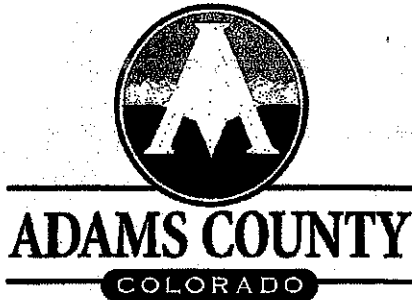
President

Title

7-11-18

Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the Bid/Proposal is hereby submitted.

If any of the documents listed on the Cover Sheet are missing from this package, contact Adams County Purchasing. If you require additional information, call the contact person named on the Cover Sheet.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid/Proposal, (3) the Contractor will accept any awards made to it as a result of the Bid/Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

### WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List addendum numbers separately): \_\_\_\_\_

Communication Construction & Engineering, Inc.

7-11-18

Contractor Name

Date

Russell Moore

Authorized Signature

Printed Name

President

Title

2091 E 74th Ave. Unit I

Address

Denver, CO 80229

Adams

City, State, Zip Code

County

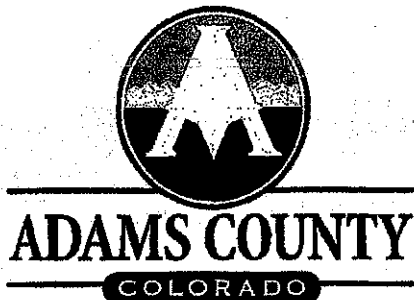
303-906-5156

Telephone

Fax

RussM@CommunicationConstruction.com

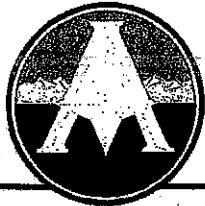
Email



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL REFERENCE FORM

<b>1. Company Name</b>	Adams County IT
Address	4430 S. Adams County Parkway Brighton, CO 80601
Contact Name & Phone	Kevin Beach (720) 523-6156
Contact Email Address	KBeach@adcogov.org
Project Name	Cherokee Tower to Human Services
Project Date & Project Value	8-2017 \$183,873.00
<b>2. Company Name</b>	City of Thornton
Address	9500 Civic Center Dr. Thornton, CO 80229
Contact Name & Phone	Brandan Rowley
Contact Email Address	Brandan.Rowley@cityofthornton.net
Project Name	128th & Colorado to Public Services Facility
Project Date & Project Value	6-2018 \$412,000.00
<b>3. Company Name</b>	City of Brighton
Address	500 S 4th Ave Brighton, CO 80601
Contact Name & Phone	Curtis Pollock 303-655-2390
Contact Email Address	cpollock@brightonco.gov
Project Name	Various ongoing projects
Project Date & Project Value	Ongoing \$500,000.00+



**ADAMS COUNTY**  
**COLORADO**

Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL**  
**PRICING FORM: 2018-027**  
**(Submit in separate sealed envelope)**

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

Communication Construction & Engineering, Inc.	7-11-18
Contractor Name	Date
Greg Primavera	Project Manager
Contact Person	Title
	Phone
303-906-9768	
GregP@CommunicationConstruction.com	
Email Address	

Material costs: \$ 10,190.75

Labor costs: \$ 64,444.15

TOTAL PROJECT PRICE (Firm Fixed Fee without permit fees):

\$ 74,634.90

Estimated Permit Fees (County's responsibility):

\$ 8,000.00

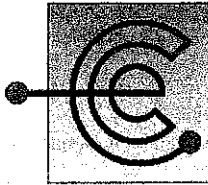
Calendar Days for project completion:

120



**Communication Construction &  
Engineering, Inc.**

2091 E 74th Ave, Unit I  
Denver, CO 80229



# ESTIMATE

**ADDRESS**

Adams County  
4430 South Adams County Parkway  
Brighton, CO 80601

**ESTIMATE # 3085**

**DATE 06.25.2018**

ACTIVITY	QTY	RATE	AMOUNT
Pricing for the following work.			
Obtain bond for municipality.	1	350.00	350.00
Right of way permits for Adams County and CDOT	23,000	0.00	0.00
Canal Crossing Permit: \$8000 fee and \$15,000 deposit			
Right of way engineering of new underground conduit.	4,425	0.45	1,991.25
Traffic control. includes I-76 shoulder work for day time and weekend traffic control.	1	5,306.40	5,306.40
Pothole existing underground utilities/spoils clean-up (day rate).	7	1,200.00	8,400.00
Directional bore and place a 2" conduit.	4,425	9.00	39,825.00
2" HDPE Conduit	4,425	0.75	3,318.75
Excavate conduit and splice.	4	250.00	1,000.00
Provide and install 24" X 36" X 18" Handhole.	4	590.00	2,360.00
Intercept existing vault/handhole/ped.	2	225.00	450.00
Place fiber cable in conduit.	4,950	0.50	2,475.00
Provide a 24 strand armored SM fiber	1,500	0.59	885.00
Provide a 96 strand armored SM fiber	3,650	0.88	3,212.00
Prep Cable End.	4	75.00	300.00
Provide and install fiber splice case, splice tray.	2	633.00	1,266.00
Fusion splice each strand of fiber.	8	27.00	216.00
Provide and install 4-module fiber shelf.	1	358.00	358.00
Provide 12-strand fiber SC termination module, labor to splice pigtail and place in fiber enclosure..	2	548.00	1,096.00
OTDR test each strand of fiber in both directions and provide test results.	4	12.00	48.00
Labor & Materials to install Fiber Markers	4	75.00	300.00
Provide and place mule tape in conduit.	4,425	0.30	1,327.50
Landscape restoration (square feet).	30	5.00	150.00

**Assumptions:**

Bore/Trench pricing is based on favorable soil conditions. If we encounter sandy or rocky soil

1 0.00 0.00

## ACTIVITY

QTY

RATE

AMOUNT

or buried debris there will be additional charges.

All work will be done during normal business hours.

This bid does not include permit fees, traffic control, or bonds.

Others will perform private facility locates, we are not responsible for damage to un-located private facilities.

If we will be using an existing conduit, there will be additional charges for damaged, crushed or contaminated conduit.

If we have to pothole existing utilities, we will patch the hole with cold patch. If the city/county requires full panel replacement, it will be an additional charge.

Wildlife, environmental or stormwater impact studies are not included in this quote.

This estimate is independent of itself and is for the location listed in the scope of work above and is not to be connected with any other projects that have been performed in the past or will be started in the future for any other location unless specified by CCE.

This estimate must be signed and also include any customer issued PO's in acceptance to get placed on the job board and scheduled.

Invoice terms are net 30. ~~1.5% interest per month and attorney~~  
~~fees will be charged on invoices not paid in 30 days.~~ If you  
choose to pay with a credit card, 3.4% will be added.

TOTAL

**\$74,634.90**

Accepted By

Accepted Date