

Richard C. Lemke
DIRECTOR



Finance Department
Telecommunications
4430 South Adams County Parkway
4th Floor, Suite C4000A
Brighton, CO 80601-8212
PHONE 720.523.6050
FAX 720.523.6058
www.adcogov.org

June 13, 2013

Mr. Dillon Salrin
ISC Colorado
8680 Concord Center Drive
Englewood, CO 80112

Subject: Executed Agreement for IFB 2013.095 for the Cisco WIFI Equipment and Service for the Adams County Justice Center.

Dear Mr. Salrin:

Attached is an **executed** copy of the new Service Agreement the Cisco WIFI Equipment and Service for the Adams County Justice Center.

The Service Agreements effective date is **June 10, 2013**. Please contact the Project Manager, Jason Schultz at 303-835-5580 regarding the notice to proceed (NTP).

Congratulations on your award and we look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Bethany Bonasera'.

Bethany Bonasera
Purchasing Agent II
Finance/Purchasing Department

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 30 day of May 2013, 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 ISC Colorado, located at 8680 Concord Center Drive, Englewood, Colorado 80112, 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 IFB 2013.095 and the Contractor's response to the IFB 2013.095 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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 of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

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 the not to exceed seventy-four thousand two-hundred sixty-seven and sixty-eight cents (\$74,267.68).

- 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 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, comprehensive automobile liability, and professional 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 coverages or policies required under this Agreement.

9. TERMINATION:

- 9.1. 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.
- 9.2. 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.

10. MUTUAL UNDERSTANDINGS:

- 10.1. 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.
- 10.2. 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, and that no violation of such provisions are present. 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).
- 10.3. OSHA: 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.
- 10.4. 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.
- 10.5. 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.

- 10.6. 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.
- 10.7. 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.
- 10.8. 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
Contact: Kevin Beach, Director
Address: 4430 S. Adams County Parkway
City, State, Zip: Brighton, Colorado 80601-8212
Phone: 720-523-6156
E-mail: kbeach@adcogov.org

Department: Adams County Purchasing
Contact: Bethany Bonasera, Purchasing Agent II
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6056
E-mail: bbonasera@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: ISC Colorado
Contact: Dillon Salrin
Address: 8680 Concord Center Drive
City, State, Zip: Englewood, Colorado 80112
Phone: 303-654-6153
E-mail: dsalrin@isccorp.net

- 10.9. 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.

- 10.10. 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.
- 10.11. 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.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.

- 12.6. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. 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).
- 12.8. 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.

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

Board of County Commissioners

[Signature] Chair Date 6-10-13

ISC Colorado

[Signature] Signature Date 5-30-13

Win Farnsworth Printed Name CEO Title

Attest:

Karen Long, Clerk and Recorder

[Signature] Deputy Clerk 

Approved as to Form:

[Signature] Adams County Attorney's Office

NOTARIZATION:

COUNTY OF Douglas)

STATE OF Colorado)SS.

Signed and sworn to before me this 30th day of May, 2013,

by Win Farnsworth,

[Signature]
Notary Public



My commission expires on: July 19, 2016


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:

ISC, Inc
Company Name

5-30-13
Date


Signature

Win Farnsworth
Name (Print or Type)

CEO
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

CISCO WIFI FOR ADAMS COUNTY JUSTICE CENTER

Bid Issuance: Tuesday, April 23, 2013

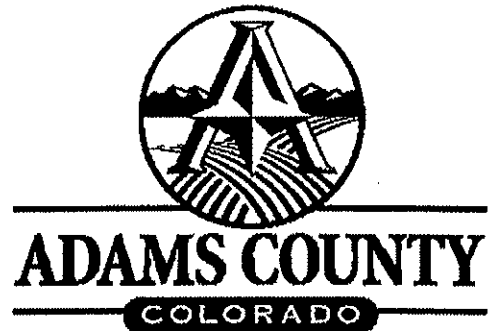
**Questions due: Monday, April 29, 2013
By 2:00 pm**

**An addendum will be issued to answer submitted questions
And will be issued no later than:
Wednesday May 1, 2013**

Bid Opening Date: Tuesday, May 7, 2013

Bid Opening Time: 2:00 p.m.

**Location: Adams County Government Center
4430 South Adams County Parkway
Purchasing Offices 4th Floor,
Brighton, Colorado 80601**



1. The Adams County Board of Commissioners by and through its Purchasing Department is accepting bids for CISCO WIFI service and equipment for Adams County Justice Center.
2. **Scaled bids may be mailed or dropped off in person.**
3. Bids for consideration will be received at the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, 4th floor, Brighton, Colorado, 80601, up to **2:00 p.m., Tuesday May 7, 2013.**
4. The bid opening time shall be according to our clock. No bids will be accepted after the time and date established above, except by written addenda.
5. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

6. SPECIAL INSTRUCTIONS

- 6.1. **All bids must be SEALED and SIGNED.**
- 6.2. Questions will be received up to **2:00 on Monday, April 29, 2013.** All questions must be in written form and must be sent by email to Bethany Bonasera, Purchasing Agent at bbonasera@adcogov.org.
- 6.3. Whenever addenda are required, they must be acknowledged on the bid proposal form in the appropriate space so designated.
- 6.4. Bids may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 6.5. In submitting the bid, the vendor agrees that acceptance of any or all bids by the Purchasing Agent within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 6.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office, courier service or delays due to traffic construction.
- 6.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 6.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside:
2013.095 CISCO WIFI Equipment

SCOPE OF WORK

7. Location Information

Vendor will provide CISCO WIFI equipment, installation, and services at:

Adams County Justice Center
1100 Judicial Center Dr.
Brighton, CO 80601

for the following departments within the courthouse:

- 7.1. Floor 2
- 7.2. Victim Witness / DA Offices (Suite 205)
- 7.3. Four (4) courtrooms (Rooms 201, 202, 203 & 251)

- 7.4. Floor 3 – Four (4) courtrooms (Rooms 301, 302, 303 & 304)
- 7.5. Floor 4 – Six (6) courtrooms (Rooms 401, 402, 403, 404, 405 & 406)
- 7.6. Floor 6
- 7.7. DA Office (Room S626)
- 7.8. Four (4) courtrooms (601, 602, 604 & 605)
- 7.9. Non-interruptible service between areas listed above on each floor.

8. Requirements

- 8.1. Wireless access point and management infrastructure

- 8.2. Provide new Cisco Wireless Access Points (WAP), Controller and Appliances for Adams County Justice Center Courthouse.

- 8.3. Include all hardware needed to mount all WAPs in the correct orientation on a variety of surface materials.

- 8.4. Provide adequate signal strength for a high density population of user connected devices.

- 8.5. Provide infrastructure to manage the new WAPs installed.

- 8.6. The solution must be managed with a centralized management controller.

- 8.7. The solution must comply with the Criminal Justice Information Services (CJIS) Security Policy on Wireless Access Restrictions (See below in section 13).

- 8.8. The solution must provide adequate licenses for the new WAPs, controllers and appliances.

- 8.9. Certified installation and configuration

- 6.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 6.10. Bids must be furnished on the form as supplied by Adams County. Failure to bid on the form provided may be cause for rejection of the bid. Bids must be furnished exclusive of taxes. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 6.11. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 6.12. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 6.13. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting, whichever is later, when the public interest will be served thereby.
- 6.14. Copies of the bid documents may be obtained through Adams County Purchasing, via email at bbonasera@adcogov.org.
- 6.15. Adams County is an Equal Opportunity Employer.

- 8.10. Provide a predictive RF analysis of the areas outlined in section 7.
- 8.11. Provide a physical RF survey of each area, pre-installation, and recommend locations requiring additional Ethernet data connections. These data connections will be provided by the County, separate from this project.
- 8.12. Accomplish a visual equipment Inspection for signs of damage and completeness of order.
- 8.13. Install per manufacturer's instructions with proper physical orientation.
- 8.14. Test installation to ensure proper startup and operation.
- 8.15. Install and configure centralized systems management components.
- 8.16. Install wireless security management and infrastructure management systems.
- 8.17. Configure wireless infrastructure to comply with CJIS Security Policy (See section 13).
- 8.18. Configure management platforms to provide profiles and security as indicated by the District Attorney's Office.
- 8.19. Document, sign, and date installation and test results.
- 8.20. Train District Attorney's IT infrastructure group (two staff engineers) on the configuration and maintenance of the deployment (8 - 16 hours).

9. Installation Hours

- 9.1. Due to the Court's work schedule, the vendor must be able to perform installation and configuration outside of normal business hours (that is outside of Monday through Friday, 8am to 5pm).

10. Personnel Security Requirements

- 10.1. All personnel working for (or with) the vendor who will be providing implementation or support services (either on-site or off) will be required to submit to a criminal background check. Each person's name and date of birth will be required in order to complete the criminal background check.

11. Support Availability Requirements

- 11.1. The vendor will adhere to the following severities and resolutions:
 - 11.1.1. System down affecting any or all Courtrooms for 10 minutes or longer (See section 7 for locations):
 - 11.1.1.1. Immediate contact available via telephone, email or Web chat.

- 11.1.1.2. Within 3 business hours, system repaired and available.
- 11.1.1.3. No longer than 24 clock hours for root cause and resolution (including possible hardware replacement if needed).

11.2. System down affecting **non-Courtrooms** for 10 minutes or longer (See APPENDIX A for locations):

- 11.2.1. Immediate contact available via telephone, email or Web chat.
- 11.2.2. Within 8 business hours, system repaired and available.
- 11.2.3. No longer than 48 clock hours for root cause and resolution (including possible hardware replacement if needed).

NOTE: Subsequent phases (not included in this Scope of Work) will include other remote locations. We anticipate that the support availability for these locations will be similar to the items stated above.

12. Cisco Components

Item ID	Description	Warranty	Quantity	Unit	Notes
AIR-CT5508-50-K9	5508 Series Controller for up to 50 APs	N/A	1		
CON-SNT-CT0850	SMARTNET 8X5XNBD 5508 Series Controll	12 month(s)	1		
SWC5500K9-74	Cisco Unified Wireless Controller SW Release 7.4	N/A	1		
AIR-PWR-CORD-NA	AIR Line Cord North America	N/A	2		
LIC-CT5508-50	50 AP Base license	N/A	1		
LIC-CT5508-BASE	Base Software License	N/A	1		
AIR-PWR-5500-AC	Cisco 5500 Series Wireless Controller Redundant Power Supply	N/A	1		
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	N/A	40		
SWAP2600-RCOVRY-K9	Cisco 2600 Series IOS WIRELESS LAN RECOVERY	N/A	40		
AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	N/A	40		
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	N/A	40		
R-PI12-K9	Cisco Prime Infrastructure 1.2	N/A	1		
CON-SAU-PI12K9B	SW APP SUPP + UPGR NULL SKU-No line item services included	12 month(s)	1		
R-PI12-BASE-K9	Prime Infrastructure 1.2 Base License and Software	N/A	1		
CON-SAU-PI12BASE	SW APP SUPP + UPGR NULL SKU-No line item services included	12 month(s)	1		
L-PI12-LF-50	Prime Infrastructure 1.2 - Lifecycle - 50 Device Lic	N/A	1		

CON-SAU-PI12LF50	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 50 Device Lic	12 month(s)	1		
L-PI12-LF-50-LIC	Prime Infrastructure 1.2 - Lifecycle - 50 Device Lic PAK	N/A	1		
L-PIHMS42-50	Prime Infrastructure LMS 4.2 - 50 Device Base Lic	N/A	1		
GLC-T=	1000BASE-T SFP	N/A	16		
L-MSE-7.0-K9	MSE Virtual Appliance (Please select L-MSE-PAK for MSE Lic)	N/A	1		
CON-SAU-LMSE7K	SW APP SUPP + UPGR MSE Virtual Appliance	12 month(s)	1		
AIR-CAS-1K-C-K9=	Context Aware License For 1K Clients and Tags (RSSI based)	N/A	1		
CON-SAU-A1KCK9	SW APP SUPP + UPGR Context Aware Engine for Clients License	12 month(s)	1		
AIR-LM-WIPS-25=	Cisco Enhanced Local Mode wIPS License Supporting 25 APs	N/A	2		
CON-SAU-LMWIPS25	SW APP SUPP + UPGR Cisco Enhanced Local Mode wIPS License	12 month(s)	2		

13. CJIS Wireless Access Restriction Policies

- 13.1. Perform validation testing to ensure rogue APs (Access Points) do not exist in the 802.11 Wireless Local Area Network (WLAN) and to fully understand the wireless network security posture.
- 13.2. Create a complete inventory of all Access Points (APs) and 802.11 wireless devices.
- 13.3. Place APs in secured areas to prevent unauthorized physical access and user manipulation.
- 13.4. Test AP range boundaries to determine the precise extent of the wireless coverage and design the AP wireless coverage to limit the coverage area to only what is needed for operational purposes.
- 13.5. Enable user authentication and encryption mechanisms for the management interface of the AP.
- 13.6. Ensure that all APs have strong administrative passwords.
- 13.7. Ensure that the APs reset to the latest security settings to ensure that the factory default settings are not utilized when reset.
- 13.8. Change the default service set identifier (SSID) in the APs. Disable the broadcast SSID feature so that the client SSID must match that of the AP. Validate that the SSID character string does not contain any agency identifiable information (division, department, street, etc.) or services.

- 13.9. Enable all security features of the wireless product, including the cryptographic authentication, firewall, and other privacy features.
- 13.10. Ensure that encryption key sizes are at least 128-bits and the default shared keys are replaced by unique keys.
- 13.11. Ensure that the ad hoc mode has been disabled unless the environment is such that the risk has been assessed and is tolerable.
- 13.12. Disable all nonessential management protocols on the APs and disable hypertext transfer protocol (HTTP) when not needed or protect HTTP access with authentication and encryption.
- 13.13. Enable logging.
- 13.14. Segregate, virtually (e.g. virtual local area network (VLAN) and ACLs) or physically (e.g. firewalls), the wireless network from the operational wired infrastructure. Limit access between wireless networks and the wired network to only operational needs.

INSURANCE

- 14. The Contractor agrees to maintain insurance of the following types and amounts:
 - 14.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 14.1.1. Each Occurrence \$1,000,000
 - 14.1.2. General Aggregate \$2,000,000
 - 14.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 14.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 14.2.2. Personal Injury Protection Per Colorado Statutes
 - 14.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 14.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 14.4.1. Each Occurrence \$1,000,000
 - 14.4.2. This insurance requirement applies only to 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.
 - 14.5. The Contractor's commercial general liability, comprehensive automobile liability, and professional 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:

- 14.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 14.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 14.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 14.6. 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.
- 14.7. 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.
- 14.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.
- 14.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 14.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- 14.11. Underwriters shall have no right of recovery or subrogation against Adams 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 covered by the described insurance.
- 14.12. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 14.13. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.

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

14.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, 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 the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

15. 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.

16. 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

16.1. 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.

16.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

16.3. 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.

16.4. 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.

- 16.5.** 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.
- 16.6.** If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 16.7.** 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).
- 16.8.** 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.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

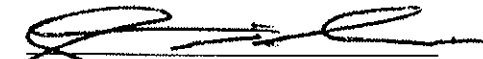
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

ISC
Company Name

5-6-13
Date

Dillon Sakin
Name (Print or Type)


Signature

Account Manager
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



2013.095 CISCO WIFI Equipment and Service for Adams County Justice Center

VENDOR'S STATEMENT I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

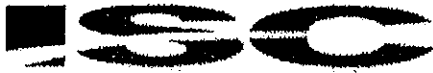
Seventy-four thousand two hundred sixty seven dollars
 Written Amount and sixty eight cents.

\$ 74,267.⁶⁸
 Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
 If None, Please write NONE.

ISC	5-6-13
Company Name	Date
8680 Concord Center Dr	
Address	Signature
Englewood, CO 80112	Dillon Salrin
City, State, Zip Code	Printed Name
USA (Douglas)	Account Manager
County	Title
720-279-5797	303-799-3733
Telephone	Fax
dsalrin@iscorp.net	
E-mail Address	



ISC Wyoming
 401 E E St
 Casper, WY 82601

ISC Colorado
 8680 Concord Center Dr
 Englewood, CO 80112

Adams County Government 4430 S Adams County Pkwy Brighton 80601-8200 US
Adams County Government 4430 S Adams County Pkwy Brighton, CO 80601-8200

Quote #	Q-00003405		
Date:	05/06/2013	Expires:	06/05/2013
Sales Rep:	Dillon Salrin dsalrin@iscorp.net (720) 279-5797		
Customer Contact:	(303) 654-6153		
Description:	Wireless Bid		

Quantity	Item #	Description	Unit Price	Line Total
1	AIR-CT5508-50-K9	5508 Series Controller for up to 50 APs	\$13,497.00	\$13,497.00
1	CON-SNT-CT0850	SMARTNET 8X5XNBD 5508 Series Controll	\$1,404.00	\$1,404.00
1	SWC5500K9-60	Cisco Unified Wireless Controller SW Release 6.0		\$0.00
2	AIR-PWR-CORD-NA	AIR Line Cord North America		\$0.00
1	LIC-CT5508-50	50 AP Base llcense		\$0.00
1	LIC-CT5508-BASE	Base Software License		\$0.00
1	PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE		\$0.00
1	AIR-PWR-5500-AC	Cisco 5500 Series Wireless Controller Redundant Power Supply	\$897.00	\$897.00
16	GLC-T=	1000BASE-T SFP	\$237.00	\$3,792.00
40	AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	\$657.00	\$26,280.00

40	SWAP2600-RCOVRY-K9	Cisco 2600 Series IOS WIRELESS LAN RECOVERY		\$0.00
40	AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)		\$0.00
40	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Arlonet APs - Recessed Mount (Default)		\$0.00
1	R-PI12-K9	Cisco Prime Infrastructure 1.2		\$0.00
1	CON-SAU-PI12K9B	SW APP SUPP + UPGR NULL SKU-No line item services included		\$0.00
1	L-PI12-LF-50	Prime Infrastructure 1.2 - Lifecycle - 50 Device Lic	\$3,177.00	\$3,177.00
1	CON-SAU-PI12LF50	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 50 Device Lic	\$826.02	\$826.02
1	L-PI12-LF-50-LIC	Prime Infrastructure 1.2 - Lifecycle - 50 Device Lic PAK		\$0.00
1	L-PILMS42-50	Prime Infrastructure LMS 4.2 - 50 Device Base Lic		\$0.00
1	L-MSE-7.0-K9	MSE Virtual Appliance (Please select L-MSE-PAK for MSE Lic)	\$2,997.00	\$2,997.00
1	CON-SAU-LMSE7K	SW APP SUPP + UPGR MSE Virtual Appliance	\$3,507.66	\$3,507.66
1	AIR-CAS-1KC-K9=	Context Aware License For 1K Clients and Tags (RSSI based)	\$1,500.00	\$1,500.00
1	CON-SAU-A1KCK9	SW APP SUPP + UPGR Context Aware Engine for Clients License	\$390.00	\$390.00
1	L-MSE-PAK	MSE License PAK (E Delivery)		\$0.00
50	L-WIPS-MM-1AP	1 AP WIPS Monitor Mode license	\$72.00	\$3,600.00
1	ISC-PROJECT	ISC PROJECT SERVICES	\$12,400.00	\$12,400.00

SubTotal	\$74,267.68
Discount	\$0.00
Estimated Tax	
Total	\$74,267.68