

A G R E E M E N T

THIS AGREEMENT by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FEDERAL ENGINEERING INC.**, a Maryland corporation, registered to do business in Colorado, whose address is 10600 Arrowhead Drive, Fairfax, VA 22030 (“Contractor”).

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** Contractor, under the general direction of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”) agrees to perform the services described on attached **Exhibit A** (the “Statement of Work” or “SOW”) and as may be described in Task Orders signed by the Manager and the Contractor.

2. **DELIVERY AND ACCEPTANCE:** If the City is not satisfied with the Contractor’s performance of the services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor’s performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City’s notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the service in its sole discretion. In the event that City finally rejects any service, Contractor will refund to City all fees paid by City with respect to such service.

3. **TERM:** The term of the Agreement is from July 1, 2016 through December 31, 2019.

4. **COMPENSATION AND PAYMENT:**

A. **Fee:** The fee for the services described are in the SOW (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the payment milestones set out in Exhibit A.

B. **Reimbursement Expenses:** The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

C. **Invoicing:** Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment of all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance.

D. **Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00)**. Contractor acknowledges that any work

performed by Contractor beyond that specifically authorized by the City is performed at Contractor's risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. If this Agreement is terminated by the City, Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. The City shall be entitled to an immediate prorated refund of any prepaid fees for services not provided as of the date of termination.

D. Upon termination of this Agreement by the City, Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

9. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or

other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

J. Additional Provisions:

- (i) For Commercial General Liability, the policy must provide the following:
 - (a) That this Agreement is an Insured Contract under the policy;
 - (b) Defense costs are outside the limits of liability;
 - (c) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (ii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (ii) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (iii) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. REPRESENTATION AND WARRANTY: Contractor represents and warrants that:

- A.** All services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- B.** all services will conform to applicable specifications and the Exhibits attached hereto;

11. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Contractor's work performed under this Agreement ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its sub-contractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only

party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. To the extent the Contractor is providing software to the City, the Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. In addition to its indemnification obligations, Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes, as long as the functionality and performance are not degraded as reasonably determined by the City. The City may participate in the defense of such action at its own expense. If Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Contractor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.

12. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

13. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

14. ASSIGNMENT: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such

consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement, including any exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

18. SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

19. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or

mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. DISPUTES: All disputes of whatever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

24 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- A.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- B.** The Contractor certifies that:
 - (i) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(ii) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(i) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(ii) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(iii) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

D. It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

E. If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

F. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

G. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

25. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary data or Confidential Information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or Confidential Information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, Confidential Information or any other

data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and Confidential Information as a reasonably prudent contractor would to protect its own proprietary or confidential data.

B. Use and Protection of Proprietary Data or Confidential Information:

(a) Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing data, Proprietary Data or Confidential Information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or Confidential Information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(b) Contractor agrees, with respect to the Proprietary Data and Confidential Information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(c) Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

C. Employees and Sub-Contractor: Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and Confidential Information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any

manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or Confidential Information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

E. Contractor's Information: To the extent applicable in this Agreement, the City understands and agrees that the Contractor's software and documentation including, but not limited to, source code, object code, the interface requirements document(s), acceptance test procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Contractor Confidential Information") may constitute the valuable properties and trade secrets of Contractor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Contractor a competitive advantage. The City agrees during the term of this Agreement and any license granted hereunder, and thereafter, to hold the Contractor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

26. LEGAL AUTHORITY:

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

B. The person signing and executing this Agreement on behalf of Contractor does hereby warrant and guarantee that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement.

27. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

28. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of the Agreement shall control

29. **SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

31. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

32. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

33. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

34. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

35. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

37. TASK ORDERS: The parties anticipate that after the attached scope of work is completed that the City will need further services from the Contractor on an ongoing basis through the physical transition of the radio system. That work will be done through Task Orders as part of this Agreement. The City shall authorize specific assignments for the Contractor by placing a written Task Order signed by the Manager and the Contractor (the "Order") describing in sufficient details the services and/or deliverables and rates to be provided. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specification.

EXHIBITS

A-SCOPE OF WORK

B-CERTIFICATE OF INSURANCE

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201628693-00

Contractor Name: FEDERAL ENGINEERING INC

By: *Ronald F. Bosco*

Name: Ronald F. Bosco
(please print)

Title: President
(please print)

ATTEST: [if required]

By: *Shawn Dickerson*

Name: Shawn Dickerson
(please print)

Title: Secretary
(please print)



Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

1. Existing Documentation Review

FE will request and review CCD-supplied system documentation, including previous studies, Federal Communications Commission (FCC) licenses, site surveys, inventories, maintenance contracts, site and dispatch center drawings, and other relevant documentation to begin assessing the existing system. Performing a detailed review of the current documentation provides our team with a common starting point and a foundation for a complete understanding of the current status of the communications system.

2. Project Initiation Meeting

FE will conduct a project initiation meeting with the City and County of Denver project manager and others from participating agencies as identified by the CCD on a mutually agreed upon date following contract signing. This meeting will establish a common understanding of the project goals, objectives, and vision, items best understood through a close working relationship between our respective management teams and staffs.

Based on the outcome of the meeting, *FE* will deliver a project plan and timetable that will serve as guiding documents throughout the program. We will also use this meeting as the first opportunity to establish the foundation for our ongoing relationship.

3. Existing System Evaluation

FE will review the status of each of the public safety and public utilities LMR systems. Pursuant to RFP Addendum 1, *FE* will rely on data provided by the CCD to develop an assessment of the conditions and equipment at each of the Denver systems.

FE will evaluate control equipment, backhaul equipment, repeaters, base stations, dispatch equipment, and other critical communications infrastructure installations. We will evaluate the capability of existing equipment to be used in the new P25 system in order to leverage previous investments and achieve cost savings for the CCD.

FE will assess whether the existing physical infrastructure at each tower site can accommodate new/upgraded equipment or if site improvements to the shelter, tower, electrical, backup generator, and battery plant need to be made. If site improvements are necessary, the team will recommend whether standard components will meet requirements or if custom or permanent structural work is required.

4. Frequency and Spectrum Analysis

FE will analyze the CCD's available frequencies based on the results of the interviews and data provided.

FE will monitor the FCC's rules and regulations, as well as the latest reports, orders, notices, and memoranda that pertain to the wireless regulatory arena. We will put the CCD on our watch list for any items that may affect applicable FCC licenses. We will advise the CCD on FCC regulatory issues and frequency coordination as needed throughout the project.

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

5. Needs Assessment

Federal Engineering's requirements discovery methodology places considerable emphasis on ***consensus building and accurately determining the needs of the system owners and system users***, both for the City and County and participating agencies. Our approach can be summarized as follows:

- Work with the CCD project manager to identify the participants to be interviewed
- Allow time during the interview session to discuss each agency's issues and requirements as well as their comments on a new CCD system
- Request agencies categorize their priorities so that commonalities and differences are easily identified across the agencies
- Assess current and future user requirements as well as interoperability requirements
- Define a prioritized set of needs and requirements to highlight stakeholders' 'must-haves'
- Review existing operational needs
- Explore what resources can be shared among participating organizations

6. Evaluate LMR Market Trends and Top Tier Vendors

FE will provide to the CCD a brief white paper evaluating these LMR trends and top-tier vendors.

7. Obtain User Information and Prepare RFP Documents

FE will develop a set of functional specifications for a City and County of Denver public safety P25 radio system based on the documented requirements for inclusion in the CCD procurement boilerplate. These specifications will describe the radio system's functional and performance requirements in sufficient detail for vendors to submit consistent proposals, will be verifiable through future acceptance testing, and will stress the use of existing investments wherever possible. The detailed design of the system will be left to the radio system vendor to allow for innovative approaches and to ensure the vendor remains responsible for system performance in accordance with the specifications. These specifications will be the foundation for vendor proposal evaluation and as acceptance criteria.

FE's specifications are properly crafted to tightly define performance and at the same time encourage competition and innovation. The City and County of Denver will receive specifications that address the County's needs.

FE will develop a complete *City and County of Denver Radio System RFP* incorporating the functional specifications, boilerplate terms and conditions, and other local purchasing requirements. We will submit the draft RFP to the CCD, meet with CCD to review the draft, update the document based on the CCD's review, and submit a final RFP.

FE will incorporate the user needs, radio site, and interoperability information developed during previous tasks to prepare the RFP documents. We will review specific system designs for

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

performance based reliability as well as ongoing support costs including preventative maintenance, system management and system administration and other ongoing costs.

8. Notification Plan

FE will work with the CCD project manager to develop a communications plan to keep all participants apprised of the project status. This plan will be tailored to each phase of the project (analysis, procurement, and implementation). The plan will also provide a scheduling mechanism to coordinate the efforts of the various participants.

9. RFP Evaluation Criteria

FE will work with the CCD to develop evaluation criteria for determining vendor qualifications and capabilities, compliance with functional/technical specifications, compliance with RFP terms, and any other evaluation factors. This will include criteria for assessing and comparing the costs of vendor proposals.

- Feasible P25 design
- Adequate coverage and capacity
- Sites proposed—paying specific attention to any new sites
- Complete equipment list
- Adequate factory, coverage, functional, performance, and acceptance test plans
- Adherence to the technical specification and other requirements
- Adherence to RFP terms and conditions
- Backhaul design or upgrade
- Required interoperability
- Reliability and redundancy
- Schedule

FE will support the CCD Evaluation Committee in conducting an independent, unbiased review of each radio system vendor's proposal, assessing the proposals for technical compliance to the RFP technical specifications. We will perform an item-by-item comparison of each technical specification and non-technical requirement documenting compliance or non-compliance to each, with concise assessments of non-compliance and relative strengths and weaknesses of each response. We will determine if all services are included to successfully complete the system implementation and effect cutover. *FE's* assessment will include both hardware and software to attain the specified system functionality and performance.

10. System Design Evaluation

FE will identify the strengths and weaknesses of the proposed system design. Our subject matter experts will assess the feasibility of the design. *FE* will consider impacts on the project presented by the environment, the resources required, and ultimately the prospects for success. We will evaluate:

- The overall system design for adherence to requirements
- Redundancy and failover planning scenarios
- System performance

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

- System degradation under different failure scenarios
- *FE* will analyze proposed coverage and determine if the vendor has met the RFP requirements.

We will identify the risks associated with the design and present our analysis in an easy-to-assess format to assist the CCD decision-makers in making a sound business decision.

11. Vendor Interviews

FE will assist the CCD with the requirements and preparations for any requested vendor presentation, interview, and/or demonstration. We will recommend an agenda and/or set of communication topics for the vendors on behalf of the CCD. We will also develop clarification questions for vendors prior to, during, and after a presentation, interview, and/or demonstration upon request.

FE will attend presentations and interviews by radio system vendors acting as a technical resource to the CCD. During the event, we will provide vendor questions for CCD that will clarify technical issues for non-technical evaluators. We will also assess what is presented and compare the information with the RFP requirements.

12. Grant Support

FE will assist the CCD in identifying additional funding sources for this project. We will leverage our knowledge and background researching funding sources for other clients and from our recent engagements with the DHS Office of Emergency Communications. Although we cannot guarantee success in obtaining funds or receiving grants for the system, we do have an understanding of the various funding agencies' objectives and "hot buttons".

We also have knowledge of non-grant revenue sources that have been successful for city and county public safety agencies and will provide a brief summary of those that we believe may be most applicable.

13. Equipment Inventory and Asset Tracking

FE will work with the CCD project manager to review and evaluate the existing inventory management system used by CCD. Based on this review we will determine if the existing inventory management system needs to be updated or replaced to support any additional needs for the CCD.

14. Project Management for System Installation and Cutover

FE will verify that proper planning takes place before major commitments are made and will provide CCD management with the visibility necessary to eliminate surprises and create a proactive project management environment. We will determine if the radio vendor remains compliant with the contract with regard to agreed-upon system requirements, schedule, and cost milestones. Our implementation support tasks will align with the selected vendor's schedule to provide oversight and management of the vendor's specific activities.

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

Vendor, CCD, and **FE** tasks will be included in the scheduling process as well as training activities for CCD personnel.

FE will coordinate with the CCD to determine which of these tasks will be necessary based upon the radio system vendor's implementation tasks and schedule, and CCD's desired level of participation.

- Coordinate and participate in an Implementation Kickoff Meeting to discuss project goals, objectives, tasks, schedule, and deliverables with County and the selected vendor
- Participate in bi-weekly project status teleconferences, or as required
- Participate in monthly on-site project status meetings
- Participate in other project meetings as required
- Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats
- Review frequency plans and license applications as required (optional)
- Review system fleet mapping (optional)
- Maintain an independent punchlist of items during implementation activities including issue, responsible party, target date for completion, actual date of completion, and resolution
- Assist the CCD in resolving vendor implementation issues, oversee the vendor's punch list development and resolution process, identify any vendor performance issues, and make appropriate recommendations to County
- Coordinate with CCD project management personnel

15. System Implementation and Cutover Management

FE will provide unbiased and objective system implementation and cutover management services to the CCD and in collaboration with CCD personnel. These activities may include the following, with revisions based on the final technical specifications and negotiated vendor contract:

Detailed System Design and Acceptance Test Plan Reviews/Modifications per Review

- Detailed system design and ATPs (vendor produces and presents; **FE** reviews)
- Shop drawings including structures (vendor produces; **FE** reviews)
- Test plans (vendor develops; **FE** reviews)
- Cutover/migration plans (vendor develops; **FE** reviews)
- System backup and failure plans (vendor develops, **FE** reviews)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Regulatory Management

- FCC licensing
- NEPA/ environmental impact reporting (if applicable)
- Site leasing and local zoning/planning (if applicable)

Equipment Inspections

- Equipment list (vendor produces, **FE** reviews)
- System component delivery (vendor orders, **FE** verifies)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

Installation Inspections

- Site installation inspections (vendor executes; **FE** observes and/or verifies)
- Site inspections–workmanship, structural and civil work (vendor executes; **FE** observes and/or verifies)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Factory Testing

- Factory testing at system vendor location or on-site (vendor tests; **FE** observes and reviews test results)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Field and Coverage Testing

- Backhaul system path testing (vendor tests; **FE** participates and reviews test results)
- Network management system performance testing (vendor tests; **FE** participates and reviews test results)
- System integration testing (vendor tests; **FE** participates and reviews test results)
- Rework unaccepted tests (vendor tests; **FE** participates and reviews test results)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

System Acceptance Testing

- Final system acceptance test inspection and certification (vendor tests; **FE** participates, reviews, evaluates, and provides recommendation)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

System Cutover/Migration

- Review cutover plans and make recommendations/enhancements (vendor creates; **FE** reviews)
- Cutover/migration (vendor executes; **FE** reviews and evaluates)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Other Activities

- Training (vendor develops plan; **FE** reviews and facilitates execution)
- System documentation (vendor develops; **FE** reviews and checks for proper location placement)

16. Review Training/Serviceability Items

FE understands that training is a critical element of any system implementation and believes training provided by the vendor to the CCD should be subject to rigorous quality assurance processes to attain the highest efficacy possible. As a result of our vast experience in the evaluation and verification of vendor training, **FE** has developed a training plan quality assurance process.

17. Removal/Decommission of Old Equipment

FE will determine the CCD's desires during the needs assessment process and plan accordingly. Should CCD desire the vendor to perform these functions, **FE** will incorporate the requirements in the system RFP.

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

The individual legacy systems should remain operational until both the CCD and **FE** project teams are satisfied that the new system meets the user requirements. The system RFP will include verifications that the new system has passed the necessary system tests and meets requirements and that each individual jurisdiction has the necessary training, operational plans, and system procedures in place to effect an orderly transition. The vendor proposal reviews described earlier will also include a review of backup plans to revert to previous cutover steps if certain steps need to be re-executed.

Once it has been verified that the cutovers have been successfully executed, the new system meets the operational performance requirements, the users have expressed satisfaction with the new system and the system has been accepted, legacy systems/equipment decommissioned and removal can commence.

18. Acceptance Test Plan

FE will include requirements in the systems RFP for the vendor to develop the Acceptance Test Plan. The vendor will be required to submit a draft plan for review and acceptance. **FE** will analyze the draft plan based upon years of system acceptance testing to determine if it employs sound methodologies and provides adequate coverage. **FE** will recommend changes, as necessary, and recommend to CCD when the Acceptance Test Plan is ready for approval. **FE** will also monitor acceptance testing to make sure it is compliant with the plan.

FE will assess acceptance test plans (ATP) to assure that they stress the systems appropriately, identify any deficiencies within the system, and produce test results that are quantitative and can be validated against equipment specifications and system requirements.

We will make sure the test plans incorporate proper testing techniques and processes, and supply accurate test results. **FE** will review the vendor's metrology procedures and documentations to ensure valid test results. We will review the following plans (as applicable):

- Radio system factory
- Mobile unit installation
- User training
- Radio system field
- Infrastructure installation, including backhaul and dispatch equipment
- Radio system availability
- Radio coverage (outdoor)
- Maintenance training
- Full system acceptance
- Location-specific radio coverage (indoor)
- Preventative maintenance
- System migration, transition, deployment

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

FE will assess the radio system vendor's acceptance test procedures and oversee the field acceptance testing. We will supervise testing of the following:

- System functionality
- System reliability
- System performance
- System loading

FE will assess field testing results and make recommendations to the CCD for system acceptance or for resolution of any non-compliance and maintain these issues in the punch list. *FE* will identify any non-compliance or test failure, and provide recommendations for complete, partial or non-acceptance of the system.

19. Requirements Tracking Matrix (RFP Tab 4-4)

FE will also create a Requirements Tracking Matrix (RTM) to monitor the selected radio system vendor; assuring that all functional, performance, and operational requirements are included in the vendor's detailed design, planned for during implementation, and adequately tested. This matrix will facilitate monitoring the radio system vendor's compliance to each requirement.

During each phase of system deployment (detailed design through acceptance testing), *FE* will track the phase deliverables against the RTM, checking to make sure each requirement is met. If a requirement is not met, the deliverable owner will be responsible for either correcting the deliverable or requesting a change be made to the requirement, if appropriate. The RTM will also track testing results against the requirements.

20. Process, Procedure, and Experience with Similar Projects (RFP Tab 4-8)

FE applies continuous project management that supports the entire system lifecycle, completing each phase to our clients' satisfaction before opening the 'gate' to the next phase. Our management services cover each phase of a system's lifecycle from needs assessment and strategic planning through independent validation and verification of an installed system.

FE's project manager will continually coordinate activities with the CCD project manager, involve other stakeholders as needed, and serve as a primary resource to the CCD. Our project manager will **focus on the CCD's needs**, establishing a baseline project management process that centers on the discovery and minimization of risk, collaboration, open communications, and consensus building.

FE will provide status reports and conduct status meetings at mutually agreed upon intervals to keep stakeholders informed of our progress. *FE's* project manager will adjust the project plan and schedule as necessary to reflect the nature of the project as it evolves through deliverables, approval processes, and meeting schedules.

To facilitate program document distribution, maintain schedules, and delegate tasks, *FE* will make available **activeCollab**, our productivity enhancement tool for the mutual benefit of our clients and our professional staff. **activeCollab** is a Web-enabled program management tool with a broad range of capabilities that provide real-time reporting of status and information, a repository for program documents,

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

and a rapid and efficient method for collecting information or transferring large files. We will determine the use of this tool with the County during project initiation activities.

21. Experience Developing RFP Evaluation Criteria (RFP Tab 4-5 and B.2.b)

FE will develop an evaluation matrix for ranking the vendors' technical proposals in a consistent, unbiased method. *FE* will work with CCD to review technical proposals in accordance with the approved evaluation matrix, process the vendors' cost proposals, combined the technical and cost proposals to rank the vendor proposals, and identify the most advantages compliant vendor.

22. Cutover Plan Process (RFP Tab 4-11)

The system vendor should be required to develop the cutover plan and be held to its performance.

FE will include requirements in the systems RFP for the vendor to develop a cutover plan. The requirements will preclude loss of services to users and require the definition of timelines for radio programming, vehicle radio installations, user training, and other cutover activities.

The vendor will be required to submit a draft plan for review and acceptance by CCD (with *FE's* support) and then deliver a final plan. The final plan will be incorporated into *FE's* project management process for performance tracking.

23. Equipment Installation and Cutover Management (RFP Tab 4-12)

FE will provide the schedule tracking via our project management systems with input from the various user organizations who are in the best position to schedule the vehicles. Inventory maintenance will be included in the overall inventory process as previously described in this proposal.

24. Necessary City/County and Vendor Resources (RFP Tab 4-13) also listed in Required Resources (RFP Tab 4-6)

CCD resources during implementation are dependent upon the vendor contract and schedule, as well as the desired level of participation by CCD. We anticipate the CCD will have the following responsibilities during implementation:

- Appoint a primary point of contact for the project who will serve as the CCD project manager
- Provide CCD personnel at the appropriate technical and management levels to collaborate with *FE* consultants, attend status meetings, review vendor deliverables, and make decisions throughout the project
- Identify CCD personnel and system stakeholders who will participate in project activities such as site inspections, cutover scheduling, vehicle radio installations, and training
- Schedule and confirm availability of required CCD personnel for project activities
- Provide adequate conference rooms for on-site meetings
- Provide access to sites as needed
- Review deliverables within the timeframe of the mutually agreed upon project timeline

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

2.3 Pricing

Federal Engineering's fixed price cost for this project, including labor, travel, and other direct costs is presented in the following table:

Task Number	Description	Costs
1	RFP Development	\$ 55,126
2	RFP Response Evaluation	\$ 62,541
3	Procurement	\$ 8,295
4	Installation	\$227,700
5	Acceptance Test Planning	\$ 66,000
	Total	\$419,662

The above are the costs for each task and not intended to represent invoicing milestones. Detailed assumptions are provided in *Section 2.4—Basis of our Proposal*.

2.3.1 Payment Milestones

Payment Number	Payment Milestone	Invoice Amount
	RFP Development	
1	Project initiation meeting	\$ 13,563
2	Draft RFP delivered	\$ 28,000
3	Final RFP delivered	\$ 13,563
	RFP Development Total	\$ 55,126
	RFP Response Evaluation	
4	Evaluation criteria delivered	\$ 20,847
5	Proposal evaluations completed – summary provided	\$ 20,847
6	Vendor interviews completed – summary provided	\$ 20,847
	RFP Response Evaluation Total	\$ 62,541
	Procurement	
7	Memorandum identify grants delivered	\$ 2,460
8	Inventory tracking system recommendations delivered	\$ 5,835
	Procurement Total	\$ 8,295

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

Payment Number	Payment Milestone	Invoice Amount
	Installation	
9	Installation – Month 1, written status report provided	\$ 25,300
10	Installation – Month 2, written status report provided	\$ 25,300
11	Installation – Month 3, written status report provided	\$ 25,300
12	Installation – Month 4, written status report provided	\$ 25,300
13	Installation – Month 5, written status report provided	\$ 25,300
14	Installation – Month 6, written status report provided	\$ 25,300
15	Installation – Month 7, written status report provided	\$ 25,300
16	Installation – Month 8, written status report provided	\$ 25,300
17	Installation – Month 9, written status report provided	\$ 25,300
	Installation Total	\$ 227,700
	Acceptance Test Planning	
18	Work with CCD and vendor to create ATP– written summation report provided	\$ 10,800
19	Observe testing, inspections, and ATP – written ATP summary report provided	\$ 55,200
	Acceptance Test Planning Total	\$ 66,000
	City and County of Denver Public Safety Radio System Consulting Services Fixed Price Tasks Total	\$ 419,662

2.4 Basis of our Proposal

1. This proposal assumes Federal Engineering, Inc. will perform all of the tasks as called out in the technical proposal (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **FE** will provide draft and final deliverables electronically to the City and County of Denver (CCD).
3. Any optional or additional tasking are authorized under this Agreement and will be authorized by mutual agreement of the CCD and **FE** through the use of a written Task Order. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in writing in a Task Order by the CCD and **FE**.

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

4. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the CCD, CCD participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, software, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.
5. **FE** will review up to three radio system vendor proposals. If additional proposal reviews are required, a mutually agreeable amendment to this SOW can be executed by both parties.
6. Although not requested in the RFP, **FE** can provide on-site support during the vendor pre-bid meeting as well as on-site contract negotiations support on an optional basis to assist CCD in procuring the best system at the lowest risk and cost.
7. FCC licensing planning and assistance will be performed on a time and materials basis in accordance with the CCD RFP B.2.d.
8. Pursuant to RFP B.2.c, assistance with site leases, site modifications and other support resulting from system design will be provided on a time and materials basis.
9. This proposal is based upon a start date on or TBD and assumes release of the vendor RFP on or before TBD and completion of system implementation on or before TBD. The duration of Task B.2.d (Installation) and Task B.2.e (Acceptance Test Plan) is assumed to be a maximum of 9 months.
10. Delays to the project schedule due to actions or lack of actions on the part of CCD, CCD participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays, retests, and punch list items that impact the program schedule and/or costs to the CCD will be brought to the attention of CCD's project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment.
11. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the CCD.
12. Our project plan calls for two **FE** personnel to be on-site for up to three days for project initiation and user needs assessments as well as two **FE** personnel to be on-site for a day of vendor interviews. Additional days can be provided via a mutually agreeable contract amendment.
13. This proposal assumes a mutually agreeable invoicing schedule for work completed.

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

SCHEDULE A

LONG-TERM CONSULTING RATES

Effective January 1, 2016 through December 31, 2019

Principal	\$ 305.00 per hour
Vice President	\$ 275.00 per hour
Assistant Vice President	\$ 245.00 per hour
Director/Chief Consultant	\$ 215.00 per hour
Senior Consultant	\$ 180.00 per hour
Consultant	\$ 155.00 per hour
Senior Analyst	\$ 130.00 per hour
Analyst	\$ 95.00 per hour
Administrative / Computer Services	\$ 65.00 per hour

TERMS AND CONDITIONS

1. N/A.
2. Subcontracts, travel, meals on a per diem basis, and other direct non-labor charges will be invoiced as actual cost plus 20 percent to account for general and administrative costs. These will be agreed to in writing prior to being incurred.
3. Hours expended for travel in support of the SOW are billable hours.
4. N/A

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

Optional tasks to be procured by eligible parties on a time and materials basis in accordance with Schedule A as needed:

Backhaul Path Profile Analysis

Although not specifically requested in the RFP, **FE** can, on an optional basis, model the vendors' proposed microwave backhaul paths and generate individual path profiles for each link or represent the entire backhaul network as shown in the vendor proposals. These path profiles can be used to assess the performance of the vendor's proposed backbone network.

Site Surveys

Should new sites be required to fill in coverage gaps, **FE** can, on an optional basis, provide physical surveys of the potential new sites to confirm the coordinates of each site including latitude, longitude, and elevation, and collect information such as the following:

- Access road conditions
- General site conditions
- HVAC (i.e., environmental)
- Antennas and mounts
- Physical availability of surrounding land
- Nearby obstructions that may impact paths or coverage
- Transmission line support structures
- Equipment shelter
- AC and/or DC power
- Emergency power

Site Lease Support

FE's can provide the following services regarding site leases should the CCD desire:

- Review existing leases and determine the impacts, if any, of the new P25 system on those leases
- Suggest lease modifications to accommodate the new radio system
- Provide best practices regarding what other municipalities are doing regarding leases
- Provide technical assistance during lease negotiations

Since **FE** is not a law firm, the legal aspects of lease modification are best served by Denver in-house council or other council.

Radio System Vendor Contract Negotiations

Although not requested in the RFP, **FE** can provide the CCD with experienced contract negotiations support. **FE** has considerable experience negotiating public safety radio systems, equipment, and services, with a proven track record of saving millions of dollars for our clients. Because of their dealings with radio system vendors on a regular basis, our consultants have insights into vendors' negotiation methods and practices and can assist the CCD in resolving negotiation issues. As an example, in one of our current county projects in Virginia, our negotiations resulted in a savings of approximately 40 percent of the total cost of the system.

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

Governance for Radio

As municipalities combine public safety and public utilities radio networks, governance can become a critical issue. Who decides how the system will be used, who will use it, and how it will be maintained, expanded, and refreshed? And how do those decision-makers reach their decisions?

The **FE** team brings tremendous depth in the design, evaluation, and support of governance structures for mobile radio communications. We can evaluate your current structure, recommend improvements, and—to the extent desired—support that structure’s meetings and deliberations. **FE** will tailor its approach to your particular needs, gaining a thorough understanding of the legal and policy underpinnings of your current structure as well as an informed view of its strengths and challenges through both documentary research as well as interviews with informed governance participants. Examples of potential deliverables include governance structure evaluation reports, charters and bylaws, and proposed legislation.

Independent Validation and Verification

- Conduct independent path testing to validate vendor results (**FE** conducts and compares to vendor results)
- Conduct other independent system testing to validate vendor results (**FE** conducts and compares to vendor results)

NG9-1-1 Planning

Cities, counties, and states across the country are planning for the upgrade of their PSAPs to NG9-1-1. Federal Engineering is actively assisting the State of North Carolina, Roanoke, VA, Portsmouth, VA and others assess their needs and planning for this next generation 9-1-1 system. **FE** can conduct a NG9-1-1 readiness assessment, strategic planning, procurement support, and implementations management services as well as other related services to meet future needs for Denver 9-1-1 and other eligible entities.

Exhibit A to Federal Engineering City and County of Denver Public Safety Radio System Consulting Services Contract – Scope of Work for RFP NO. 28259

EXHIBIT B

CERTIFICATE OF INSURANCE



FEDEENG-01

MSANDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2016

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

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

PRODUCER Preferred Insurance Services, Inc 4035 Ridge Top Road, Suite 150 Fairfax, VA 22030	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (703) 667-5940 FAX (A/C, No): (703) 991-4838 E-MAIL ADDRESS: certs@preferins.com														
INSURED Federal Engineering, Inc. 10600 Arrowhead Drive #160 Fairfax, VA 22030	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Fire Insurance Company of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D : National Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Company of Hartford	20478	INSURER B : Valley Forge Insurance	20508	INSURER C : Continental Casualty Company	20443	INSURER D : National Fire Insurance Company		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6012243370	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6012197507	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6012243529	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 6012243515	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Technology E&O			6012243370	07/01/2015	07/01/2016	Per Claim/Agg 4,000,000
D	Technology E&O			6012243370	07/01/2015	07/01/2016	Deductible 25,000

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

Re: Proposal #28259 - Public Safety Radio Consulting Services
 City and County of Denver, ikts elected and appointed officials, employees and voluteers are Additional Insured with respect to General Liability and Automobile Liability regarding all work performed by the named Insured. Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability and Workers' Compensation. Umbrella Liability Follows form. 30 Days Cancellation.

CERTIFICATE HOLDER**CANCELLATION**

Denver
 General Services
 Purchasing Division
 201 W. Colfax Avenue, Dept 304
 Denver, CO 80202

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

AUTHORIZED REPRESENTATIVE

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