



Colorado School of Mines

Request for Proposal # CSM16114

**Mobile Device Application Development
Platform System**

for

**Computing, Communications, and Information
Technologies (CCIT)**

February 4, 2016

REQUEST FOR PROPOSALS (RFP) - THIS IS NOT AN ORDER

Physical Address (and overnight mailing address):

Colorado School of Mines
Procurement Services
1801 19th Street
Moly Building, Room 110
Golden, CO 80401

Mailing Address (via Postal Service):

Colorado School of Mines
Procurement Services
1801 19th Street
Moly Building, Room 110
Golden, CO 80401

Purchasing Agent: Michael Craig

Telephone Number: 303-273-3972

FAX Number: 303-273-3971

E-Mail: procurement@mines.edu

Request for Proposal #CSM16114

PROPOSAL MUST BE RECEIVED BY: March 4, 2016 at 2:00 PM at location noted above. All bidders must be registered on the State of Colorado BIDS System by the Proposal Submission Deadline in the table below.

SCHEDULE OF ACTIVITIES:	TIMELINE (All times are in local Colorado time)
RFP Published	February 4, 2016
Pre-Proposal Conference	None
Written Inquiry Deadline	February 19, 2016 – 4:00pm
Responses to Written Inquiries Published	As soon as available
Proposal Submission Deadline	March 4, 2016 – 2:00pm
Presentations (if needed)	As soon as possible after March 28 th , 2016
Best and Final Offers (BAFOs) (if needed)	As soon as possible after presentations

MAILING NOTE: In the lower left corner of the package containing your proposal, include: the proposal number (CSM16114), opening date March 4, 2016, and opening time (2 PM). Highlight this information in yellow. Be sure to sign your proposal before mailing. UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

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SECTION I

BACKGROUND AND OVERVIEW

Colorado School of Mines (“Mines”) is an elite public research university devoted to engineering and applied sciences. It has the highest admissions standards of any public school in Colorado and among the highest of any public school in the United States. In fall 2015, Mines registered 4,533 undergraduates and 1,261 graduate students in 14 degree-granting departments. The university has 18 intercollegiate athletic teams and 180 student organizations.

Mines seeks to build an online presence commensurate with its position as a cutting-edge technology school using Mines-branded native mobile apps made available for the most popular mobile platforms, for smartphones and tablets, and (if possible) via a responsive mobile website. These apps will make different information available to students, faculty, and staff based on their particular roles on campus, on phones and tablets. This information will come from a wide variety of data sources, including Ellucian Banner (other data sources are listed below).

Content creation at Mines is managed in a distributed fashion. Many individual subject-matter experts contribute pages to our web presence. A new mobile presence must allow for many content creators with differential access to specific portions of the mobile content, with differential rights to create and edit this content. Some will have more rights than others to create, edit, move, redesign and otherwise modify content. Similarly, app or website users will have access to publicly available information, plus specific information tailored to their campus role(s).

SECTION II

ADMINISTRATIVE INFORMATION

A. SCHEDULE OF ACTIVITIES

- | | |
|---|---------------------------|
| 1. RFP issued. | February 4, 2016 |
| 2. Prospective offerors' inquiry deadline | 3:00PM, February 19, 2016 |
| 3. Public Sealed Proposal Opening | 2:00PM, March 4, 2016 |

Return to: Colorado School of Mines
Procurement Services
1801 19th Street
Moly Building, Room 110
Golden, CO 80401

- | | |
|--|--|
| 4. Proposal evaluation and selection period: | As soon as possible after proposal opening |
| 5. Contract award date: | As soon as possible after selection |

B. INVITATION TO OFFER AND RESPONSIBILITIES OF OFFERORS

1. The School is hereby contacting prospective offerors who have interest or are known to do business relevant to this Request for Proposal and whom the School deems qualified to meet the needs with the desired quality. Other offerors wishing to qualify and submit proposals for needs of this nature are invited to contact the buyer to present their qualifications.
2. Should any interested offeror find any part of the specifications, terms, and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned offeror to call such matters to the attention of buyer immediately upon receipt of this Request for Proposal.
3. Discussions may be conducted with offerors who submit proposals that are determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions.

C. OFFERORS' INQUIRIES

1. Prospective offerors may make inquiries in writing (email or fax is acceptable) concerning this Request for Proposal to obtain clarification of requirements. No inquiries will be accepted after 3:00PM, February 19, 2016.

Inquiries regarding this Request for Proposal should be referred to:

Colorado School of Mines Procurement Services
Procurement Services
1801 19th Street
Moly Building, Room 110
Golden, CO 80401
Telephone: (303) 273-3972 Fax: (303) 273-3971
E-Mail: procurement@mines.edu

2. Addenda or Supplement to Request for Proposal: In the event that it becomes necessary to revise any part of this Request for Proposal (RFP), an addendum to this RFP will be posted on the State of Colorado BIDS system. It is the offeror's responsibility to check the BIDS system for all modifications and addenda to this RFP.

D. PROPOSAL SUBMISSION

1. All proposals from offerors MUST be submitted as per instructions in Sections IV, V, and VI. Proposals must be received no later than 2:00PM, February 19, 2016 at:

Colorado School of Mines
Procurement Services
1801 19th Street
Moly Building, Room 110
Golden, CO 80401

2. 4 copies (total, including the original) plus one (1) electronic copy (CD or Flash Drive) of the proposal should be sealed in a package. The Request for Proposal # and date and time of proposal opening (CSM16114, opening date March 4, 2016, 2:00PM) should be clearly printed on the outside of the package.
3. Late Proposals: Late proposals will not be accepted. It is the responsibility of the offeror to insure that the proposal arrives in Procurement Services prior to the deadline given above.
4. Submission of Confidential/Proprietary Information: The School neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. Information submitted will be open for public inspection. However, written requests for confidentiality can be submitted to Procurement Services provided that the

submission is in *strict* accordance with the following procedures. This remains the *sole responsibility* of the offeror.

The Procurement Services Office will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the purchasing agent listed in this RFP.

Procedure

1. A written request for confidentiality shall be submitted, by the offeror, with the proposal response package.
2. The written request will be enclosed in an envelope marked “Request for Confidentiality.”
3. The written request must be accompanied by the information that is requested to be held confidential. *Specific* reasoning as to why *each* element is to remain confidential, *other than* recitation of a *specific* state or federal statute, is *required*.
4. Confidential/proprietary information *must* be separated out from the rest of your response. Co-mingling of confidential/proprietary information and other information is *not* acceptable.
5. The purchasing agent will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the purchasing agent will be sent to the offeror.

Proposals that are determined to be at variance with this procedure may be declared non-responsive by the purchasing agent, and not given further consideration.

E. ADDITIONAL CONDITIONS OF PROPOSAL SUBMISSION

1. The School reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received if deemed in the best interest of the School to do so. Because of internal budgetary considerations, the School is uncertain at this time as to whether a contract will result from this Request for Proposal. Rather, a final decision will be made only after all proposals have been received and evaluated.
2. Offerors responding to this RFP need to register with the Rocky Mountain Bids site. Because of the limited competition expected from registered Offerors on this solicitation, in addition to posting the specifications on the Rocky Mountains Bids site, the School may use additional notification methods and make the specifications available to non-registered Offerors.
3. Failure of the offeror to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the offering individual or firm.
4. Responses to this Request for Proposal must be in the format prescribed in Sections IV, V, and VI for each configuration proposed. At the option of the offeror, additional material may

be submitted that more fully describes services or other pertinent matters, but it is not required.

5. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the Mines. Proposals may be reviewed by any person after the announcement of the apparent winning offeror has been posted to the Rocky Mountain Bids site, subject to the terms of CRS 24-72-201 et seq. CRS, as amended, Public (open) Records.
6. The School is not liable for any cost(s) incurred by offerors prior to issuance of an agreement, contract, or purchase order.
7. Cost of Presentations/Proposal: The expenses incurred by the offeror in preparation, submission, and presentation of the proposal are the responsibility of the offeror and may not be charged to the Colorado School of Mines as a separate charge or as part of the services provided.
8. The proposal must be signed by person(s) authorized to legally bind the offeror.
9. A condition of the Offeror's response shall be that the contract resulting from the award to the successful offeror will be in the form required by current Colorado statutes, fiscal rules and procurement rules. The contract will include all such terms and conditions required by these statutes and rules. In the event that the Offeror's forms (or parts of forms) are included as attachments or exhibits in the final contract, the Offeror agrees that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. Further, the terms of the RFP and of the successful Offeror's response to the RFP (the "Response") shall be incorporated into the final contract, with the contract taking precedence over either the RFP or the Response, and the RFP taking precedence over the Response in the event the documents conflict.

Also, the contract will state that Colorado law shall govern the contract and that the Offeror must agree to indemnify the School. The following language shall appear in the contract:

"To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors or assignees pursuant to the terms of this contract."

The School is precluded from indemnifying any parties, including Offerors.

Also, the contract shall include the "Special Provisions" which are required pursuant to the State of Colorado Fiscal Rules. The "Special Provisions" are attached to this RFP at the end of Appendix A, Sample Contract and Special Provisions.

10. The contents of the proposal of the successful offeror may become contractual obligations if acquisition action ensues, at the School's sole option. Failure of the successful offeror to accept these obligations in a purchase agreement, purchase order, delivery order or similar acquisition instrument may result in cancellation of the award and such Offeror may be removed from future solicitations.
11. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of any Agreement resulting from this Request for Proposal. Any provision of said Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision, in whole or in part, shall be valid or enforceable or available in any action at law whether by any of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of said Agreement to this extent that said Agreement is capable of execution.
12. The signatories hereto aver that they are familiar with Colorado Revised Statutes 1973, 18 8 301, et seq. (Bribery and Corrupt Influence) and 18 8 401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.
13. Each signatory avers that to his/her knowledge, no Colorado School of Mines employee has any personal or beneficial interest whatsoever in the service or property described herein.
14. The offeror agrees to comply with the Colorado Antidiscrimination Act of 1957, (24 34 402, C.R.S. 1982 Replacement Vol. as amended), and other applicable law prohibiting discrimination and unfair employment practices.
15. All products produced in response to the contract resulting from this RFP will be the sole property of the Colorado School of Mines.
16. Any actual or prospective offeror or contractor who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the Procurement Services Director. The protest shall be submitted in writing within seven working days after such aggrieved person **knows, or should have known, of the facts giving rise thereto** (emphasis added). Reference Section 24-109-101 et.seq., C.R.S., as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within seven days of when the protestable item is known.

Announcement of the apparent winning offeror will be made via a posting on the Rocky Mountain Bids site. The requirement for timely submission of any subsequent protest (7

working days) will begin on the first working day following the posting of the award notice on the Rocky Mountain Bids site.

F. TERM AND TERMINATION OF THE CONTRACT

The initial term of this contract is anticipated to be for a period commencing as soon as possible after an agreement has been reached, and ending one year later. If the School requires these same services after that time, the contract may be extended for up to an additional four years in one-year increments for a total term of five years. The School reserves the right to cancel this contract at any time with cause, upon written notice given thirty (30) days in advance. The School will give written documentation to the contractor as to the reason for cancellation. Authorized services performed for the School will be paid for through the cancellation date.

G. EVALUATION AND AWARD PROCESS

1. All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to committee. All responsive proposals will then be evaluated by a committee of School employees and external advisors to the Vice President for Finance and Administration. The contract/purchase order will be awarded to the offeror whose proposal, conforming to the RFP, will be the most advantageous to the School.
2. The evaluation committee will judge the merit of proposals received in accordance with general criteria defined herein. An evaluation will be completed by the School for each criteria. All proposals will be evaluated by the individual committee members according to the criteria. All evaluations will then be reviewed with the proposal and the Offeror receiving the greatest evaluations will be considered the successful offeror.
3. The evaluation committee may require a presentation. However, it should be understood that a presentation may not be requested of any or all offerors and therefore complete information should be submitted with the proposal.
4. The recommendation of the evaluation committee will be forwarded to the Procurement Service Center for approval and issuance of an award.

H. EVALUATION CRITERIA

The committee will evaluate the merit of proposals (as discussed in Section II.G. above) in accordance with the answers given to proposal questions in Section V.

Evaluation criteria (not listed in any particular order of importance) consists of the following:

1. Responses to Mandatory and Additional Requirements-20 points
2. Overall Product Functionality, as detailed below-20 points
3. Overall Price Package-10 points
4. Company Information-10 points
5. Client References-10 points
6. Any other additions and information that is submitted with the Offeror's proposal-10 points
7. Adherence to Mines' terms, conditions and specifications-10 points
8. Accessibility and user interface-10 points

SECTION III

SCOPE OF WORK

Colorado School of Mines requests proposals from qualified firms to provide software and expertise for a high-quality native mobile application development platform / framework to be used by the Mines community. The app should run on Android and iOS (minimum), both smartphones and tablets, and take advantage of the features of each platform and OS. A mobile-enabled, responsive website is a desirable added feature to address non-Android and non-iOS devices.

The desired platform should provide an easy-to-use CMS (app-management portal/server) with an access mechanism to use in a distributed content provider environment. The access mechanism should provide the granularity to restrict the users to specific modules and rights.

The desired platform will integrate with a wide variety of data sources including Ellucian Banner (for Registrar, Financial Aid information, schedules, classes, grades, and more), Follett software (for Mines Bookstore integration), and others such as Blackboard Learn, OrgSync, CashNET, StarRez, and Alma (library catalog search). Protocols such as RSS, iCAL, JSON, XML, SOAP, and HTML5 should be supported. Integration with social media including Twitter, Facebook, Flickr, YouTube, Instagram, and Pinterest is also desired.

The mobile app will access restricted modules that will require authentication using CAS or Shibboleth.

The mobile app will be Mines-branded. The Mines Computing, Communications, and Information Technology Department (CCIT) will oversee the development and support infrastructure. Content will be created by a large number of content creators from across campus with differential access to various parts of the content-management system and role-based rights and abilities within it. Fine-grained controls over content-creator access to the CMS, and the ability to create several classes of access rights within the CMS is a required feature.

SECTION IV

MANDATORY REQUIREMENTS

A. MANDATORY MINIMUM REQUIREMENTS

In order for your firm's response to be considered responsive by the School, your proposal must respond to each of the following requirements. **Please return this section with your response.** Please list the requirements given below and respond with a brief statement confirming that you meet, and explaining how you meet, each requirement.

Please clearly state how your product delivers the features described (in no particular order) below. Help us understand your product and how it works in daily use.

Technology-Infrastructure Level

1. Describe in detail the technology infrastructure needed to create a fully working platform with your product.
 - a. Describe the architecture of the system using diagrams as needed. Detail all components of your system to include a full network diagram of the environment, illustrating the relationship between the environment and any other relevant network components. Include (as applicable) database, application server, web server, report server, integration server, etc.
 - b. The system needs to be installable on a virtual server.
 - c. Provide recommended system and software specifications for all servers required by the institution.
 - d. Solution must operate on an IPv4 only, IPv4 and IPv6 mixed, and IPv6 only network. Solution must support 802.3 and 802.11 networks. Offeror must certify that their solution has been tested in these environments.
2. Describe how your system supports compliance with PCI DSS for applicable functionality.
3. Describe where the platform may be hosted. What are the options available?
4. Describe the relationship, if any, between the platform and any off-premise (outside Mines) systems or infrastructure.
5. Describe how your platform provides maximum security for user data.
6. Describe what user data is stored, where it is stored, and how it is stored.
7. Describe the use of encryption and secure protocols such as SSL and HTTPS, within the app and the system.
8. For what mobile operating systems (Android, iOS, etc.) will your platform create an app?
9. Describe how the app is managed with regard to the app stores. Who controls access to the app in the various app stores? What happens when the app framework is updated? Does the workflow require new apps to be approved by the app stores after minor

- changes? Describe how this works.
10. Does your platform also generate a website accessible via browser? If so, describe how that works.
 11. What options are available for branding the app (and website, if applicable)?
 - a. Does the University have the ability to customize the integration/interface?
 - b. What are costs involved if the Offeror does the customization?
 12. Describe your product's ability to support a single sign-on for our employees, current students, and prospective students from our campus portal (Ellucian Luminis).
 13. Is your company an Ellucian partner?
 14. List all methods or protocols (LDAP, Kerberos, Shibboleth, CAS, etc.) with which Mines could choose to authenticate app users, so they could reach restricted resources tailored to their specific role on campus.
 15. List all methods or protocols with which the app can connect to internal resources such as Banner, or to external resources.
 16. How are push notifications and other notifications handled at the server level?
 17. What other features and advantages does your platform provide at the level of technology infrastructure?
 18. Provide your service-level agreement (if any) concerning availability and historical statistics regarding uptime of the offeror's proposed solution.
 19. Describe availability of any test/development platforms as part of offeror's proposed solution.

Content-Management-System (CMS) Level

1. Please describe the interface used to create, edit and test content to display in the app (or website, if applicable) created by your product.
2. Describe how content creators can access the interface. On what operating systems/devices can someone create or modify content?
3. Describe how content-creator access is managed. How are individual users allowed access to the CMS? How do they authenticate into the CMS?
4. Describe how different content creators may be given different rights (e.g., to edit a page but not create a page, and so on). What are the different rights that can be assigned to individual content creators?
5. Describe how we might create different "workgroups" or "rights groups" to which we could assign groups of content creators. Categories might include Administrators with full access to the entirety of content, Approvers with content-creation, editing, and approval rights, and Authors with rights to create pages, but not approve them. (This may be the case, for instance, with student workers whose content must be vetted by a Mines employee. Please describe how this is handled within the CMS.)
6. Describe how different styles or templates or themes are assigned to a particular mobile page.
7. How many different such themes are there and what do they look like?

8. Can we create custom themes and, if so, how is it done?
9. How many content creators will your system accommodate?
10. How many individual pages/modules will your system accommodate?
11. How are push notifications and other notifications created and transmitted at the CMS level?

External Data Sources

The app and website produced by your system will display data from a large number of different sources. Is each of these individual data sources currently compatible with your system?

1. Ellucian Banner
 - a. Is your product written such that it can be interfaced directly with Mines' Enterprise Resource Planning system (Ellucian Banner version 8.x/XE)? Is it real time or batch process integration? Describe this integration.
 - b. Does the integration process send information both directions? Describe this process and the protocols used.
 - c. To what extent does the offeror express a commitment to remain compatible with current and future releases of Ellucian Banner and Oracle products?
2. Learning Management Systems, including Blackboard Learn
3. OrgSync
4. RSS
5. iCal and other calendar formats
6. General HTML pages
7. Social media
8. Provide an exhaustive list of other data sources that may be used with your product.

App Level

1. If your system generates a standalone mobile website as well as an app, describe its general features. Is it based on HTML5 and CSS or other technologies? Is it as fully capable as the app? How are its capabilities different?
2. Describe how your app (and website, if applicable) accepts or accesses data from these sources:
 - a. Ellucian Banner — including class rosters, class schedules, grading, and more for faculty or staff; and class schedules, holds, exam schedules, financial information, transcripts, and other student information from Banner. Please describe all Banner information accessible within your system's apps or website.
 - b. Follett software — for Mines Bookstore inventory, prices, availability, and so on.
 - c. Social media — including Twitter, Facebook, Flickr, Instagram, Pinterest and other social media (please enumerate others)
 - d. Push (emergency) notifications and other notifications like schoolwide

announcements, alarms, etc. How are they displayed in the app (or website, if applicable)? Can users specify which kinds of voluntary messages they receive? Can we set mandatory, opt-in, and opt-out notifications? Please describe the notification system in detail

- e. RSS
 - f. iCal (or other calendar formats)
 - g. What other sources of information can be displayed in the app? Please be exhaustive.
3. Are these features available within the app or website? Please note whether each item is potentially available within the offeror's app (and website, if applicable). If so, describe such items briefly:
- a. Customizable layout or dashboard for individual users
 - b. Campus maps (indoor or outdoor)
 - c. Campus Directory people search—existing web app to utilize
 - d. (the Search Directory at inside.mines.edu is a front end for a Google appliance)
 - e. Is there a NFC Pay, Android Pay, or ApplePay option? Describe.
 - f. News (probably via RSS feed)
 - g. Campus Calendar (via iCal or other feed)
 - h. Dining schedules, prices, and menus (our food contractor is Sodexo)
 - i. Public transportation schedules
 - j. Public transportation push notifications for arriving buses and vans
 - k. Videos, including embedded YouTube videos
 - l. Photos, standalone or embedded via Flickr
 - m. Building and lab schedules
 - n. Athletic news and results (source: csmorediggers.com)
 - o. Payment via CashNET (or other payment provider) storefronts. Describe.
 - p. Blackboard (or other Learning Management Systems).
 - q. OrgSync
 - r. Weather
 - s. Email integration
 - t. Library search
 - u. Career services
 - v. Webcams
 - w. Laundry room availability (via smart washers and dryers)
 - x. What other types of features can be provided by your system?
4. Describe how different categories of users would be accommodated, so that they would see only the information relevant to them. How fine-grained is the information we can extend to these categories of individuals? How is this specified?
- a. Parents
 - b. Prospective students
 - c. Incoming students
 - d. Current Students (undergraduates v. graduates)
 - e. Faculty
 - f. Staff
 - g. Alumni

- h. Guests
- 5. Does your solution support printing? If so, explain.
- 6. To what extent are your system's app (and website, if applicable) Americans with Disabilities Act (ADA) compliant? To what extent are they not compliant? Please include a Voluntary Product Accountability Template (VPAT) for your product, if available.

Services

- 1. Please describe in detail different training options, and length of such courses.
- 2. Please give a projected time line of implementation. From contract accepted date until production mobile site.
- 3. Describe in detail your customer support organization, number of FTE's, and call center availability. Describe your different customer support offerings.
- 4. Is any aspect of customer support outsourced? Explain.
- 5. Are upgrades, updates, and enhancements provided as part of the ongoing yearly maintenance costs?
- 6. In case of termination of contract, the Offeror shall return all Mines' materials and data, which shall include all original files and other materials, and all copies, including unauthorized copies, of such materials in all media, including portions of either originals or copies, in the Offeror's possession or under its control. The Offeror shall agree that it will refrain from using any such materials or copies thereof. Mines' materials consist of but are not limited to devices, records, data, notes, reports, proposals, business cards, letters, specifications, drawings, equipment, and other materials. The Offeror shall agree to erase or destroy any materials and portions thereof contained in all types of computer memory, and so warrant in writing to the Colorado School of Mines within thirty (30) days of termination.

Cost and Licensing

- 1. Please provide itemized pricing. Detail all pricing components associated with providing your solution, including but not limited to all hardware, software, training, additional professional-development classes, customer support, call center availability, warranty, and maintenance. The University will not be responsible for any payments not outlined in this RFP without mutual agreement.
- 2. As part of the pricing proposal, please provide a three-year proposal, detailing both required costs and optional costs that would be incurred annually.
- 3. Describe the terms, conditions and nature of the license and the renewal costs. Provide details regarding server licenses and client licenses, including any distinctions between per-seat, individual, or requirements for license servers.
- 4. Describe in detail any additional license costs for mirrored servers, fail over servers, test/development servers, underlying operating systems, databases, and/or other software components necessary.

B. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, the School shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

If requested by the School, the Contractor shall supply copies of all policies and endorsements described below prior to execution of any contract with the School.

COVERAGES

1. ***Commercial General Liability*** – ISO 1998 Form or equivalent. Coverage to include:

- Premises and Operations
- Personal/Advertising Injury
- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)

2. ***Automobile Liability*** including all:

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles
- Personal Injury Protection (where applicable)

3. ***Workers Compensation:***

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)

LIMITS REQUIRED

The Contractor shall carry the following limits of liability as required below:

Commercial General Liability:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Automobile Liability:

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory

Workers Compensation:

Coverage A (Workers Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$500,000
	\$100,000

SECTION V

INFORMATION REQUIRED FROM OFFERORS

Please respond briefly to each of the following questions. Failure of the Offeror to provide any of the information requested in this RFP may result in disqualification of the Offeror. Please list the question number and restate the question before giving your response.

1. Please list the firm name, address, FEIN#, e-mail address, phone number, and fax number. If this office is not in the Denver Metro area, please give the same information for your Denver Metro office.
2. Please give a brief description of the firm, including size, number of years in business, and its abilities.
3. Please provide a list of no less than three references. Educational and non-profit references are preferred.

SECTION VI

MANDATORY SIGNATURE PAGE

This proposal will be opened at opening date March 4, 2016 in the Colorado School of Mines Procurement Services Office, 1500 Illinois Street, Golden, CO 80401.

UNDER NO CIRCUMSTANCES CAN TELEPHONE PROPOSALS BE ACCEPTED.
FACSIMILES (FAX) WILL NOT BE ACCEPTED IN RESPONSE TO THIS REQUEST FOR PROPOSALS.

If you are not responding to the request for proposal, we would appreciate a brief explanation of the reason.

ACCEPTANCE OF MANDATORY REQUIREMENTS:

By signing below, the offeror affirms acceptance of all Terms including MANDATORY REQUIREMENTS listed in this Request for Proposal, as issued by the School, without exception or modification. (Signature is mandatory.)

Company Name: _____

Business Telephone No.: _____

Printed Name: _____
(please print or type name and title)

Signature: _____

FEIN Number: _____

Date of Proposal: _____

Cash Terms are: _____

This proposal may be withdrawn on _____ (date)

APPENDIX A – Sample Contract and Special Provisions

CONTRACT

THIS CONTRACT, made this _____ day of _____ 2015, (this “contract”) by and between the Board of Trustees of the Colorado School of Mines for and on behalf of Colorado School of Mines 1500 Illinois Street, Golden, CO 80401 (the “School”) and _____, a Corporation, (the “Contractor”), (Contractor Address).

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this contract in Fund Number _____, Appropriation Account _____, Organization _____;

Required approval, clearance and coordination has been accomplished from and with appropriate agencies;

The School requires _____.; and

The Contractor was selected in accordance with State law as a result of the School’s issuance of _____.

1. Priority of Interpretation

The provisions of this contract shall govern the relationship of the School and the Contractor. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the Special Provisions incorporated within this contract, second, the terms and provisions of this contract, other than the Special Provisions; third, the request for proposal attached hereto as Exhibit A and incorporated herein by this reference (the “RFP”), and fourth, the Contractor’s proposal attached hereto as Exhibit B and incorporated herein by this reference (the “Proposal”).

2. Scope of Work

The Contractor shall deliver the goods described in the RFP [and the Proposal].

The Contractor shall perform the services described in the RFP [and the Proposal].

3. Contract Period

The initial time period to be covered by this contract shall begin on _____, or the date the School Controller, or designee, executes this contract, whichever is later, and shall end _____.

The School may require continued performance, in one-year extension options, at the same terms specified in the Contract, unless modified by the extension amendment. Such extension shall be made by contract amendment, issued by the School. An extension amendment is not effective until fully executed by the parties. The extended contract shall be considered to include this renewal provision. The total duration of this Contract, including any extension amendments under this clause, shall not exceed five (5) years.

The Contractor understands and agrees that the School shall not be liable for payment of work or services or for costs or expenses incurred by the Contractor prior to the proper execution and School Controller approval of this contract.

4. Price/Cost

The contract price for the initial contract term, through _____(Date), is \$_____, for (items purchased)_____.

The initial term of this contract is anticipated to be for a period commencing as soon as possible after an agreement has been reached, and ending one year later. If the school requires these same services after that time, the contract may be extended for up to an additional four years in one-year increments for a total of five years at the option of the School. Such option may only be exercised through the issuance of a written amendment to this contract by the School's Procurement Services Department. The School reserves the right to cancel this contract at any time with cause, upon written notice given thirty (30) days in advance. The School will give written documentation to the contractor as to the reason for cancellation. Authorized services performed for the School will be paid for through the cancellation date.

The price to the School, including profit or fee, shall be adjusted to exclude any significant sums by which the School finds that such price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon by the parties

5. Maximum Compensation

The maximum amount available for the purchase of goods and services under this contract for fiscal year 2015-2016, which ends on June 30, 2016, is \$_____.

6. Payment

The School shall establish billing procedures and pay the Contractor the contract price or rate for services performed and accepted or goods delivered and accepted pursuant to the terms of this contract. The Contractor shall submit statements on forms and in a manner prescribed by the School. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described services and/or goods.

The liability of the School, at any time, for such payments shall be limited to the amount remaining of such encumbered funds. Incorrect payments by the School to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from

subsequent payments under this contract or other contracts between the School and the Contractor or as a debt due to the School.

Invoices shall be sent to Colorado School of Mines, Attention: Accounts Payable. Payments shall be mailed to _____, Attention: _____.

The School shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents goods and/or services which have been accepted by the School and the form of the invoice is acceptable to the School. Uncontested amounts not paid by the School within forty-five days (45) shall bear interest on the unpaid balance beginning with the forty-sixth (46) day at a rate of one percent (1%) per month until paid in full. A liability shall not arise if a good faith dispute exists as to the School's obligation to pay all or a portion of the liability. The Contractor shall invoice the School separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid and the applicable interest rate.

The School shall pay reasonable, allocable, allowable costs of performance. Unless otherwise provided, and where appropriate:

- A. The School shall establish billing procedures and pay the Contractor the reasonable, allocable, and allowable costs for work performed and accepted under this contract. To be considered for payment, billings for payment pursuant to this contract must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the School within 60 days after the end of the contract term.
- B. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
- C. In the event this contract is terminated, final payment to the Contractor may be withheld at the discretion of the School until completion of final audit.
- D. The Contractor shall submit requests for reimbursement monthly, stating in the invoice a detailed description of the amounts of services performed, the dates of performance, and amounts and description of reimbursable expenses. The School procurement rules governing allowability and allocability of cost shall govern. The School reserves the right to audit the Contractor's books and records for a period of three (3) years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the School Procurement Rules shall be reimbursed by the Contractor, or offset against current obligations due by the School to the Contractor, at the School's election.

7. Legal Authority

The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

8. Rights in Data, Documents, and Computer Software (School Ownership)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the School and all such materials shall be delivered to the School by the Contractor upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this contract without the prior written consent of the School. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

9. Inspection and Acceptance

The School reserves the right to inspect services and/or goods provided under this contract at all reasonable times and places during the term of this contract, including any extensions.

“Services” as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services and/or goods do not conform to contract requirements, the School may require the Contractor to perform the services or provide goods again in conformity with contract requirements, at no additional cost to the School. When defects in the quality or quantity of services and/or goods cannot be corrected by re-performance, the School may (1) require the Contractor to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed and/or goods provided. These remedies shall in no way limit the remedies available to the School in the termination provisions of this contract, or remedies otherwise available at law.

10. Remedies

In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the School may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. The School may take remedial action as follows:

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the School without the Contractor's entitlement to adjustment in price/cost or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed and/or acceptable goods are provided; and/or

- C. Request the removal from work on this contract of employees or agents of the Contractor whom the School justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this contract the School deems to be contrary to the public interest or not in the best interest of the School; and/or
- D. Deny payment for those services or obligations which have not been performed and/or for goods that have not been provided and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the School. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the School; and/or
- E. Terminate this contract for default.

The above remedies are cumulative and the School, in its sole discretion, may exercise any or all of them individually or simultaneously.

11. Termination for Convenience

The School may terminate this contract at any time the School determines that the purposes of the distribution of State moneys under this contract would no longer be served by completion of the project. The School shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of the School, be delivered by the Contractor to the School and shall become the School's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and goods delivered.

If this contract is terminated by the School as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the Contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract amount for the term in which termination is made by School. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

12. Termination for Default/Cause

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Contractor shall violate any of the covenants,

agreements, or stipulations of this contract, the School shall thereupon have the right to terminate this contract for cause by giving written notice to the Contractor of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of the School, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and goods delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this contract. This provision shall in no way limit other remedies available to the School in this contract, or remedies otherwise available at law.

Notwithstanding the above, the Contractor shall not be relieved of liability to the School for any damages sustained by the School by virtue of any breach of this contract by the Contractor, and the School may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the School from the Contractor is determined.

If after such termination it is determined, for any reason, that the Contractor was not in default, or that the Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this contract had been terminated for convenience, as described herein.

13. Standard Insurance Requirements

A. The Contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

1. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.
2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$2,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the School a certificate or other document satisfactory to the School showing compliance with this provision.

3. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the School in accordance with §14 (Notices and Representatives) within seven days of Contractor's receipt of such notice.
- D. The Contractor will require all insurance policies in any way related to the contract and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- F. The Contractor shall provide certificates showing insurance coverage required by this contract to the School within seven (7) business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than fifteen (15) days prior to the expiration date of any such coverage, the Contractor shall deliver the School certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the School may request in writing, and the Contractor shall thereupon within ten (10) days supply to the School, evidence satisfactory to the School of compliance with the provisions of this section.
- G. Notwithstanding subsection A of this section, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the School, the Contractor shall show proof of such insurance satisfactory to the School.

14. Representatives and Notice

- A. Representatives. For the purpose of this contract, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the School:
Colorado School of Mines
1500 Illinois Street
Golden, CO 80401
Name:
Title:
Telephone:

For the Contractor:
Contractor Name
Address

Name:
Title:
Telephone:

- B. Authority. With respect to the representative of the School, such individual shall have the authority to inspect and reject services, approve invoices for payment, and act otherwise for the School, except with respect to the execution of formal contract amendments to or termination of this contract.
- C. Notices. All notices required to be given by the parties hereunder shall be hand delivered or sent by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

For the Contractor:

Contractor Name
Address

Attn:
Phone:
Email:

For the School:

Colorado School of Mines
1500 Illinois Street
Golden, Colorado 80401
Attn: Eric Clark
Phone: (303) 273-3258
Email: procurement@mines.edu

15. Assignment and Successors

The Contractor agrees not to assign rights or delegate duties under this contract or subcontract any part of the performance required under this contract without the express, written consent of the School, which shall not be unreasonably withheld. Such consent may include, at the School's sole discretion: 1) the execution by the School, the Contractor and the assignee of a novation agreement in a form prescribed by the School, which novation agreement will become effective upon School approval or 2) verification by the School of the assignment. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such controller—as distinguished from the State Controller—at the address as hereinafter provided below. The Contractor assumes the risk that

such written notice of assignment is received by the controller for the agency, department, or institution involved.

Colorado School of Mines
1500 Illinois Street
Golden, Colorado 80401
ATTN: Roger Cusworth, Controller

16. Force Majeure

Neither the Contractor nor the School shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the School and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the School and the Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the School and the Contractor that any such person or entity, other than the School or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

18. Governmental Immunity/Limitation of Liability

Notwithstanding anything herein to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", CRS, Section 24-10-101, *et seq.*, as now or hereafter amended. The parties understand and agree that the liability of the School for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of CRS, Section 24-10-101, *et seq.*, as now or hereafter amended and the risk management statutes, CRS, Section 24-30-1501, *et seq.*, as now or hereafter amended. Any liability of the School created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

19. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of this contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

20. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

21. Integration of Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the School's Financial Policies.

22. Indemnification

Contractor shall indemnify, save, and hold harmless the School, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

23. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance, or effect beyond the termination date of this contract shall survive such termination date and shall be enforceable by the School as provided herein in the event of such failure to perform or comply by the Contractor.

24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

25. Tax Exempt Status

It is hereby recognized and acknowledged by the Contractor that the School is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax

authority. The School is also not liable for any taxes of the Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the School.

26. Compliance with Law

The Contractor agrees to strictly adhere to and comply with all applicable federal, state and local laws, statutes, regulations, and executive orders, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract.

27. Licenses, Permits, and Responsibilities

The Contractor certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services and/or deliver the goods covered by this contract. The Contractor warrants that it will maintain all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform this contract, without reimbursement by the School or other adjustment in contract price. Additionally, all employees of the Contractor performing services under this contract shall hold the required licenses or certification, if any, to perform their responsibilities. The Contractor further certifies that, if it is a foreign corporation or other entity, it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewable of necessary licenses, certifications, approvals, insurance, permits, etc. required for the Contractor to properly perform this contract shall be grounds for termination of this contract by the School for default.

28. Holdover

In the event that the School desires to continue the services and a replacement contract has not been fully executed at or near the end of any initial term or renewal term, this contract may be extended unilaterally by the School for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original contract including but not limited to prices, rates and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when the School Controller, or such assistant as he may delegate, has signed it.

29. Warranties

In addition to the specific warranties detailed in the attached RFP (Exhibit A) and Proposal (Exhibit B), the Contractor warrants that the software used to perform the requirements set forth in this contract are merchantable and serviceable and are free of defects for the duration of this contract. The Contractor shall replace defective goods at its own expense.

The Contractor expressly warrants and guarantees complete performance of the work in a manner acceptable to the School.

The foregoing warranty will be provided as part of the minimum work requirements of this contract, and as such will be at no additional cost to the School.

30. Venue

The parties agree that exclusive venue for any action related to performance of this contract shall be in the City of Golden, in Jefferson County, Colorado.

31. Maintenance of Records

The Contractor shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the operation of programs or the delivery of services under this contract, and shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. All such records, documents, communications and other materials shall be the property of the School, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of the School.

32. Colorado Open Records Act

The Colorado School of Mines, as an agency of the State of Colorado, is subject to the Colorado Open Records Act (CORA). Therefore, the company acknowledges that any Confidential Information may be subject to the legal requirements of CORA. Provided, however, that should the State receive a request for disclosure of Confidential Information pursuant to CORA, the State shall notify the Contractor within a reasonable period. The Contractor shall assume exclusive responsibility for defending its position as to the confidentiality of the requested information. Neither the State nor any of its agencies is or shall be obligated to assist in the company's defense. Further, the State agrees that disclosure of such Confidential Information shall only be made consistent with and to the extent allowable under law.

33. FERPA Compliance

Contractor, and any of its subcontractors, agrees to act as an agent of the Colorado School of Mines with regard to acceptance of any confidential information (e.g., Social Security Numbers of students or any other student information). Contractor agrees to maintain such information under the confidentiality requirements of the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended (34 C.F.R. Part 99) and other applicable law, and to comply with the requirements of FERPA in regard to all such student information.

34. Audit, Inspection of Records, and Monitoring

The Contractor shall permit the state, federal government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Contractor's records during the term of this contract and for a period of three (3) years following termination of this contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit these same described entities to monitor all activities conducted by the Contractor pursuant to the terms of this contract. As the monitoring agency may in its sole discretion deem

necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site check, or any other reasonable procedure.

35. Colorado Special Provisions

In the event of conflicts or inconsistencies between this contract and the Special Provisions, the Special Provisions shall control. The Special Provisions apply to all contracts except where noted in *italics*:

1. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the Colorado School of Mines (“State”) payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

2. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

3. INDEPENDENT CONTRACTOR. Insert Contractor’s Legal Name (“Contractor”) shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

4. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

5. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

6. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

7. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. OFFEROR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's Offeror offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

10. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform

work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

12. PROTECTION OF MINORS. Colorado School of Mines is committed to the safety of all individuals in its community and has implemented a Policy on the Protection of Minors

(http://inside.mines.edu/UserFiles/File/PoGo/Policies/HRS/HRS_Policy_Protection_of_Minors.pdf). The Contractor affirms that that they are aware that individuals under the age of 18 may be present on campus during the performance of this contract and the Contractor has taken reasonable precautions regarding their employees, volunteers, or participants to protect the safety and wellbeing of minors and ensure compliance with applicable laws. By signing this agreement, the Contractor certifies that they are aware of, and will comply with, all aspects of the Colorado School of Mine's Policy on the Protection of Minors found at http://inside.mines.edu/UserFiles/File/PoGo/Policies/HRS/HRS_Policy_Protection_of_Minors.pdf.