



Colorado School of Mines

Request for Proposal # CSM16175-1 (New)

WordPress Web Hosting

for

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

June 10, 2016

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

Physical Address (and overnight mailing address): Colorado School of Mines
Procurement Services
1500 Illinois Street
Guggenheim Building, Room 125
Golden, CO 80401

Mailing Address (via Postal Service):
Colorado School of Mines
Procurement Services
1500 Illinois Street
Guggenheim Building, Room 125
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 #CSM16175-1

PROPOSAL MUST BE RECEIVED BY: July 7, 2016 at 2:00 PM at location noted above. All bidders must be registered on the Rocky Mountain E Purchasing website by the Proposal Submission Deadline in the table below.

SCHEDULE OF ACTIVITIES:	TIMELINE (All times are in local Colorado time)
RFP Published	June 10, 2016
Pre-Proposal Conference	None
Written Inquiry Deadline	June 23, 2016 - 3:00 PM
Responses to Written Inquiries Published	As soon as available
Proposal Submission Deadline	July 7, 2016 - 2:00 PM
Presentations (if needed)	As soon as possible after July 7, 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 (CSM16175-1), opening date July 7, 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. Mines is seeking its next-generation, cloud-hosted web platform, to replace two instances of a proprietary content-management system (www.mines.edu and inside.mines.edu – which will become a single, unified site). The two sites currently receive around 4,000,000 combined views from almost 2 million visitors annually (a number that has historically increased 10-15 percent per year). This platform will also host numerous virtual hosts, all of which will require secure certificates.

Mines is seeking bids for managed WordPress hosting; data-migration services from the current on-site CMS/platform to the new hosted CMS/platform; assistance with configuration and expansion of the initial WordPress site; and ongoing service and support. Industry-best support, uptime, security testing, privacy safeguards, and backup is a requirement.

The successful offeror will be expected to provide a comprehensive solution to include site-hosting infrastructure; site-transition and implementation planning and execution; ongoing technical support for a fully managed web-hosting service; ability and strategy for future expansion; integration of third-party WordPress themes, plugins, or additional features as needed; and additional services advantageous in a higher-education environment.

SECTION II

ADMINISTRATIVE INFORMATION

A. SCHEDULE OF ACTIVITIES

- | | |
|---|------------------------|
| 1. RFP issued. | June 10, 2016 |
| 2. Prospective offerors' inquiry deadline | 3:00 PM, June 23, 2016 |
| 3. Public Sealed Proposal Opening | 2:00 PM, July 7, 2016 |

Return to: Colorado School of Mines
Procurement Services
1500 Illinois Street
Guggenheim Building, Room 125
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 3:00 PM, June 23, 2016.

Inquiries regarding this Request for Proposal should be referred to:

Colorado School of Mines Procurement Services
Procurement Services
1500 Illinois Street
Guggenheim Building, Room 125
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 Rocky Mountain E Purchasing website. 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 2:00 PM, July 7, 2016 at:

Colorado School of Mines
Procurement Services
1500 Illinois Street
Guggenheim Building, Room 125
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 (CSM16175-1, opening date July 7, 2016 at 2:00 PM) 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. Vendors responding to this RFP need to register with the Rocky Mountain Bids site. Because of the limited competition expected from registered vendors 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 vendors.
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 CSM. 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 vendors.

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.

1. 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 vendor may be removed from future solicitations.

2. 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.

3. 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.

4. 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.

5. 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.

6. All products produced in response to the contract resulting from this RFP will be the sole property of the Colorado School of Mines.

7. 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 Mines employees. 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 vendor 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. Responsiveness to requirements, as detailed below – 15 points
2. Overall product functionality – 15 points
3. Ability to meet Mines security, privacy, and compliance expectations – 15 points
4. Overall price package – 15 points

5. Company information – 10 points
6. Client references – 10 points
7. Any additional or exceptional features or services – 10 points
8. Adherence to Mines' terms, conditions, and specifications – 10 points

SECTION III

SCOPE OF WORK

Colorado School of Mines is soliciting proposals from qualified firms to provide our next-generation main schoolwide website. We seek a single vendor (who would manage any sub-contractors) to:

- 1.** Host the future <https://www.mines.edu> (secure) website. This includes moving ALL of our current sites/virtual hosts (including multisites) into ONE multisite network, simplifying updates, themes, child themes, reducing security risk, etc. The hosting provider will be responsible for managing the operating system for all servers. This includes maintenance of operating system, Wordpress, and all associated hardware and software updates, upgrades, and security patches and updates. The managed operating system must include timely security and system updates.
- 2.** Provide and fully support a WordPress CMS system for content management and creation on this site as well as the underlying operating system. Linux would be our strong preference for the underlying operating system.
- 3.** Provide and fully support ancillary software such as current stable versions of PHP and MySQL.
- 4.** Provide advice and support for the addition of new functional modules or plugins within WordPress. Work with Mines and third-party theme developers/providers to integrate, maintain, or upgrade WordPress themes, plugins, modules, or other third-party software and features. This could also include other custom solutions in addition to WordPress which might be deemed necessary for additional functionality (eg., Drupal, wiki, etc).
- 5.** Work with Mines to provide suitable authentication via Shibboleth for Mines content creators and administrators. (Or suggest other authentication methods and reasoning.)
- 6.** Provide (or suggest) data-migration services from old to new CMS.
- 7.** Provide ongoing updates, patches, backup, intrusion testing, and similar support services. All such updates should be coordinated with Mines and should be applied first to a test server, allowing Mines staff to approve the update.
- 8.** Provide training for Mines user administrators, as needed to interact effectively with the hosted service.
- 9.** Provide other support services as the need for them becomes apparent.
- 10.** Communicate with Mines and resolve problems as they arise in a timely, effective manner.

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. Failure to provide a response to the requested information may render the bid non-responsive and ineligible for award.

General

1. Provide an executive summary of no more than two pages stating the offeror's overview of the project and features requested below.
2. Describe specific experience with respect to WordPress web-hosting services in the higher-education environment.
3. Describe specific experience integrating, configuring, and coordinating updates of third-party themes within a WordPress core installation.
4. Describe specific experience with respect to migration of legacy customer data (on the order of 10,000+ pages) to a new WordPress site allowing for an unlimited number of pages.
5. Describe your firm's approach to continuing maintenance and support of the hosted WordPress site.
6. Describe ways in which your service is uniquely suited to the needs of higher education generally and/or Mines specifically. Why should Mines choose your solution and your company?

Migration and Implementation

1. Provide a sample project plan with timeline from the prospective awarding of a contract on July 1, 2016 (an arbitrary date). Timeline should include user training, identified roles and responsibilities for offeror and Mines, including planning, implementation, testing, migration, rollout, and so on.
2. Describe the company's capability, or preferred partners, to provide services to assist with content migration from old sites to new site. Be as specific as possible.
3. Describe the capability of the company to create custom code and content to be owned by Colorado School of Mines.
4. Describe how you would coordinate with Mines and any third-party theme or plugin developers/providers when performing future WordPress upgrades.

Product Features

1. Describe site architecture and infrastructure (a diagram in addition to a verbal description is desirable). What OS and other underlying technology (web server, database, etc.) are used for your application servers?

2. Describe whether you can and will provide static IP addresses for Mines domains (for DNS and security purposes).
3. Describe how you would provide Development, Testing, and Production environments of the WordPress hosted environment to Mines.
4. Describe your backup and disaster-recovery solution. In the event of a service outage describe the recovery time objective and recovery point objective for a return to service. Also describe recovery from backup of a subdomain entity or portions thereof, if available.
6. Describe your security plan, including update strategies, intrusion detection, active scanning for vulnerabilities, and other best-practices procedures. Please include descriptions of your procedures in the event of:
 - (a) A DDOS attack
 - (b) A security breach
 - (c) An event resulting in data loss
 - (d) An event resulting in the alteration of data
7. Describe the location of your data centers and the wide area network topology supporting those centers. Include the name of network providers used and the physical path of connections.
8. What metrics do you provide concerning reliability, stability, QA, uptime, and fault tolerance on the provided system?
9. Describe how hosts and virtual hosts/subdomains (multisites) are configured to use SSL/TLS and provide fully secure connections at all times (having secure certificates associated with them). NOTE: It is expected that all content be provided over TLS by default (no mixed content pages are allowed).
 - (a) What versions of TLS do you support (and what versions are turned off)? NOTE: Site must support at least TLS v. 1.2. TLS v. 1 is allowable as a fallback but no connections may be allowed below TLS v. 1.
 - (b) Does Mines have the ability to select TLS versions for ourselves or must we use your defaults?
 - (c) Describe how Certificate Signing Requests (CSRs) are generated.
10. Describe provisions for web traffic analytics and how such analytics are made available to Mines.
11. Describe how you would respond to Open Records Requests (C.R.S. 24-72-201 to 24-72-309).
12. Describe your deprovisioning process in the case of contract termination. Can Mines reclaim data, meta-data and all other content?
13. Describe the logging that is available from your system. Include the types of logs available, standards used to create the logs and the data available.
14. Describe attributes required for Shibboleth authentication into the system by Mines staff. Indicate other methods that might be used for authentication and requirements of each.
15. Describe various role-based authorization and rights levels available when accessing the system
16. Describe all methods for Mines administrators to modify, upload, or download files to the system (e.g., SSH, SFTP, SCP, etc.).
17. Describe the proposed system's general capacity for growth over time. Describe any scalability limitations of the database management system used.

18. Describe how your product scales automatically in response to increased traffic (say, early in each semester when traffic is highest).

19. Describe how the proposed system will provide a high-availability service. What is provided with this implementation and what, if anything, would be provided by Mines to enable this level of availability?

20. Describe how your system will integrate with a Mines-owned Google Appliance (or suggest alternative arrangements).

21. We currently have departments/organizations within our web infrastructure which host content requiring authentication. Discuss ways in which content ranging from single web pages to sets of web pages to online file repositories (perhaps on a separate file server) might be password protected.

22. Describe who from your company will have access (and what access they will have) to our site.

(a) What training is required for your employees?

(b) What password policies are in place? Do you require two-factor authentication?

23. Describe how you will make the site available over IPv6.

Training and Support Services

1. Describe the typical relationship and personnel involved between your organization and an institution such as Mines. Who are the key contacts at your company and their roles (e.g. Account Representative, Technical Support Representative, etc.)? What is the hierarchy or organizational structure of the personnel Mines would interact with?

2. Describe the alerts or warnings you provide to your customers when issues arise, or during regularly scheduled maintenance.

3. What tools does your team use to monitor the system for performance and other potential service-impacting events?

4. When your team is alerted to a system performance problem what actions are taken to notify the technical point of contact at the client? Does the alert process change after normal business hours and on weekends or holidays?

5. What is the notification process for Mines personnel to report system performance or other service-impacting issues?

6. What provisions can your solution provide to assist in maintaining some level of business continuity in the event of an extended service outage (e.g. one lasting more than 4 hours)?

7. What kinds of events, online resources, forums, and user communities are available and/or supported by the provider in order to learn from other users and clients?

8. Provide a detailed description of training required or recommended for *content creators* to use the tool. Describe training methodologies offered or recommended, including options for on-site training, web-based training, participation at regional training seminars, refresher training, compliance training, etc.

9. Provide a detailed description of training required or recommended for *local (Mines) administrators* to use WordPress core features. Describe training methodologies offered, including options for on-site training, web-based training, participation at regional training seminars, refresher training, compliance training, etc.

10. Describe the options and levels of support, warranty coverage, and types of maintenance agreements that are available for the proposed system.

Pricing and Terms

1. Describe all costs associated with your offering. Please itemize all charges, noting required versus optional services.
2. Describe licensing options and payment terms.
3. Describe customer billing processes, including a sample bill identifying standard charges, additional features, and all associated taxes and fees. Include any limitations on how far back customers can audit and dispute erroneous charges.
4. Describe negotiation or arbitration procedures in the event of a disagreement over services or charges.
5. Describe how Mines would be able to move its hosted WordPress data environment to a new hosting provider, if Mines deems it necessary, under the terms of this agreement.

Service Level Agreement

1. Describe your company's standard Service-Level Agreement (SLA) for problem resolution. Please include time to resolve and also include your responsibilities and Mines responsibilities for problem resolution.
2. How is the customer informed about whether service-level objectives are being met?
3. Provide details of any Service Level Agreement that includes any financial or other penalties if the agreed-to service level is not met. For the purposes of calculating the uptime guaranteed in the SLA, what is your definition of when a system is "down" or not available?
4. The system must be built for high availability, including ability to be presented through a load balancer, capacity for redundancy, and guaranteed system uptime rates.
5. System must provide the capability to be universally accessible, support current section 508 of the Rehabilitation Act, the Americans with Disabilities Act, and World Wide Web Consortium (W3C) web accessibility standards.
6. All data, themes, and coding contracted by Mines will be the property of the university and may be moved to another web-hosting provider if needed.

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, if any.
2. Please give a brief description of the firm, including history, size, number of years in business, and abilities.
3. Please list contact information for three references – as similar as possible in size and function to Mines – who would be willing to talk about their experiences with your firm.

SECTION VI

MANDATORY SIGNATURE PAGE

This proposal will be opened at opening date July 7, 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 _____ 2014, (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, (Contractor Address) (the “Contractor”).

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 Encumbrance # _____.

The Contractor was selected in accordance with State law as a result of the School’s issuance of Enter either Discretionary Purchase, Sole Source, Documented Quote and #, or Request for Proposal and #,

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 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.

4. Price/Cost

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

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 2013-2014, which ends on June 30, 2014, 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:
Phone: 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 agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such agency at the address as hereinafter provided below. The Contractor assumes the risk that such written notice of assignment is received by the agency, department, or institution involved.

Colorado School of Mines
1500 Illinois Street
Golden, Colorado 80401
ATTN: Procurement Services

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.

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 School of Mines 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 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. 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. VENDOR 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 vendor 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. The School 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 School's Policy on the Protection of Minors found at http://inside.mines.edu/UserFiles/File/PoGo/Policies/HRS/HRS_Policy_Protection_of_Minors.pdf.

Revised 4-14-2011

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the School is relying on their representations to that effect.**

Contractor: Contractor Name

The Board of Trustees of the Colorado School of Mines,
for and on behalf of the Colorado School of Mines

* Signature: _____

By: _____

Printed/Typed Name:

Kirsten M. Volpi
Executive Vice President and Chief Operating Officer
Chief Financial Officer, Treasurer

Position (Title) _____

Date: _____

Federal Employer Identification Number (Tax ID
Number)

LEGAL REVIEW
Cynthia Coffman, ATTORNEY GENERAL

Date: _____

By: _____
Anne Stark Walker
Special Assistant Attorney General