



S2009-0009
Request for Proposals
E-Rate Internet Service Provider (ISP) Services
November 19, 2008

Overview of the District

Colorado Springs School District 11 (District) is the largest school district in the Pikes Peak region where there are 17 separate school districts. Our District has approximately 28,000 students and more than 2,000 teachers and a total staff of approximately 4,000. Our District has 41 elementary schools, nine middle schools (grades 6-8), five high schools, five alternative schools, and seven charter schools.

Purpose

The District is seeking proposals from qualified companies to add scalable internet bandwidth. Currently the District has 100mb throughput to the internet. The desired outcome is a scalable, **redundant system** to replace the one currently in place. The District wants the capability to increase in 50/100mb increments up to a maximum capability of 1 Gbps, or greater for future growth. Redundant/failover capability is required. The offeror must describe the equipment and power requirements needed to support this request. This equipment and power requirements must be at no additional cost to the District. Describe the procedures and timeline necessary to implement the system and also describe the procedures to request additional bandwidth.

Summary billing is required for monthly service with payment conducted through the District's Purchasing Card program (VISA). The vendor is required to provide sample billing summaries and a summary of their capabilities and procedures.

All solutions offered by prospective service providers will be 100% E-rate eligible (for eligible locations). Vendors must have a Service Provider Identification Number (SPIN) provided by the Universal Services Administrative Corporation in order to respond to this RFP.

Although the contract must be signed between the District and the successful offeror prior to the e-rate filing deadline, the performance start date will be July 1, 2009. The District is seeking pricing for a 3 year term and a 5 year term. The District reserves the right to award either option based on a best value solution.

Background

The District currently receives ISP services from Qwest on a 12 month contract. The proposal must include a project plan detailing new services to start no later than July 1, 2009 by site location. Service delivery handoff to the District must be specified in the response.

The District's current utilization is 100 Mbps through equipment at the Central Administration IT building. Over the course of the next 5 years the District plans on implementing Distance Education Learning capabilities; Video conferencing capabilities; and enhancing current Video surveillance capabilities. Therefore we anticipate growing into a 1 Gbps or greater requirement. The central operation center is located at 711 E. San Rafael.

The firm selected under this RFP will be required to provide the labor, supervision, tools, machinery, services, materials, supplies, incidentals, insurance, and licenses necessary to provide ISP services. All work is required to be performed as described herein and in strict accordance with all applicable Federal, State, County, and City regulations

Statement of Need

1. The vendor shall provide internet service beginning with 100 Mbps Ethernet to the Central Administration site, which is located at 711 E. San Rafael. Firewall, remote access and content filtering services are provided to the District through other District means.
2. Service Level guarantees/Service Level Agreement (SLA): Provide documentation on the SLA your service provides. Address the following in your response.
 - a. What type of monitoring is conducted?
 - b. Describe your service levels for data connectivity and network reliability (on a 7x24x365 basis)
 - c. How often does monitoring occur and how is it reported?
 - d. What types of service/throughput benchmarks are used?
 - e. Network packet delivery statistics.
 - f. Minimal network jitter
 - g. Automatic network outage management notifications
 - h. Escalation procedures for problem resolution for data connectivity, reliability, security, and billing issues.
3. Identify and discuss your circuit and service quality monitoring and reporting services.
4. Provide in detail your proposed system(s) and functionality. Wireless solutions will not be considered.
5. Vendor must provide current Annual Report and audited financial statements.
6. The vendor shall provide pricing schedules for all levels of services available, including monitoring services, reduced response times, and after hours support.
7. Billing Requirements:
 - a. Detail of all charges and an explanation as to their billing calculation methodology.
 - b. The successful vendor shall provide a monthly invoice by account, sub-account, and site location by address (i.e., at least 15 different departments within same physical address) and location (i.e., school site).

- c. Billing shall be consolidated to combine usage at multiple locations for greater volume discounts.
- d. The District's state sales/use tax exempt number is: 98-02922-0000
- e. The vendor shall submit sample copies of its billing statements and reports. Samples shall include a statement with a single number, a statement with multiple numbers, a summary statement and any additional statement information. The vendor shall submit any reports and summary reports it provides.
- f. The vendor shall provide billing access on line via a web access. The vendors shall describe web access or internet access.
- g. Payment shall be made by the District via VISA purchase card.
- h. The vendor shall provide a representative to manage the District's account.

Proposal Preparation

Only companies with proven success and specializing in internet services will be considered. Therefore, if your company can provide these services identified in the statement of need, please prepare your proposal with the following information:

- a. Provide a thorough statement of your firm's qualifications and experience, with specific examples of success as related to the other K-12 Districts, state, city, or county entities.
- b. Provide a proposal that reflects how your firm can provide all of the requirements of the statement of need. Ensure your response includes samples as requested.
- c. Provide a completed cost breakdown of monthly costs associated with each of the services requested. An explanation of each service charge, fee, surcharge, etc must be included.
- d. Provide your SPIN number or evidence that you have applied for one.
- e. Provide past performance information to include:
 - 1. A list of references with emphasis on K-12 school districts or state, city, and county entities, in which you successfully performed these services within the past three years. Specify which service you provided for each reference and the date of service.
 - 2. Provide points-of-contact, phone numbers and e-mail addresses for each reference.

Non-Mandatory Site Visit:

The site visit is scheduled for **December 10, 2008 from 1:30pm to 2:30pm (MST)** at 711 E San Rafael St, Colorado Springs Co 80903, room IT-A. This is not a mandatory meeting however **if you want to attend you must confirm by contacting Kris Odom, 719.520.2030 or odomkr@d11.org**. Due to limited space each company will be limited to 2 company representatives. When confirming please identify company name and name of attendee(s).

Evaluation of Proposal and Award Criteria

- a. District will *select* the provider deemed to be the overall best value taking into consideration technical qualifications and experience, relevant past performance and price. The evaluation team will evaluate such factors as the demonstrated ability and experience of the provider, the past performance on similar efforts, support to make changes (ie., add or remove requirements) to the District's requirements and to correct billing errors quickly. Once the evaluation/selection team has evaluated the information submitted, if necessary, the district contracting officer may request the top two or three rated providers to provide presentations to the evaluation team. Another possibility is that the district contracting officer may enter into discussions with the top two or three providers to clarify any concerns identified by the evaluation team. It is, however, the goal of the evaluation team to make a final selection based on the proposals received.
- b. The following criteria will be used in this evaluation:
 1. An evaluation and comparison of each provider's demonstrated understanding and approach to providing internet service as specified in the statement of need.
 2. An evaluation of how each provider reconciled billing questions and corrected billing errors.
 3. Circuit and service quality monitoring and reporting.
 4. Mean time between failure and mean time to repair metrics.
 5. Proposed system functionality and scalability.
 6. Vendor's market stability.
 7. Evaluation and comparison of each provider's proposed costs for providing these services.
 8. Qualifications of the firm to perform the scope of services and past performance/customer satisfaction evaluation of similar K-12, state, city, or county projects completed within the last three years.

Proposal Submission

- a. This solicitation and any amendments will be posted on Rocky Mountain E-Purchasing System. Interested parties should check this site regularly for updates and amendments. The electronic posting is at: rockymountainbidsystem.com.
- b. Inquiries or requests for further information shall be submitted in writing via e-mail to the listed District Contracting Officer. Any changes will be posted on the rockymountainbidsystem.com site identified above.
- c. **Submit one original and four copies of your proposal no later than 3:30PM, MST, January 5, 2009, to the following:**

Kris Odom, CPPO, District Contracting Officer
Procurement and Contracting Department
Colorado Springs School District No. 11
1115 North El Paso Street
Colorado Springs, CO 80903
odomkr@d11.org
Phone: 719/520-2030
Fax: 719/577-4528

Milestones

Requirement	Date
Non-mandatory Site Visit	Dec 10, 2008
Required response to RFP	January 5, 2009
Complete initial evaluation of proposals	January 15, 2009
Presentations to the evaluation team (if required)	January 17, 2009
Complete negotiations with selected firm	January 23, 2009
Award contract	January 24, 2009
Begin performance	July 1, 2009

Standard Provisions

The following provisions are the District's standard provisions for contracts.

Special Provisions

Payment by Electronic Funds Transfer (D-11 Jan 2007)

(a) Method of payment.

(1) All payments by the District under this contract shall be made by direct deposit using electronic funds transfer (EFT) except as provided in paragraph (a)(2). The term "EFT" refers to the funds transfer and may also include the payment information transfer. The term "Contractor" is understood to mean "Vendor" as indicated on the District 11 Direct Deposit Form (see j)

(2) In the event the District is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the District to extend payment due dates until such time as the District makes payment by EFT.

(b) Submission of Contractor's EFT information.

(1) The Contractor is required to provide the District with the information required to make payment by EFT (see paragraph (j)). The Contractor shall provide this information directly to the designated payment office (see paragraph (k)). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office.

(2) EFT information supplied to the District shall be applicable only to contracts that identify the District as the payment office.

(c) *Mechanisms for EFT payment.* The District may make payments directly through electronic means to the indicated financial account provided by the vendor .

(d) Suspension of payment.

(1) The District is not required to make any payment under this contract until after receipt, by the designated District payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, the District shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the District used the Contractor's EFT information incorrectly, the District remains responsible for—

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of District release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the District is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the District shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment requirements if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) to the designated office, and shall be paid by EFT in accordance with the terms provided herein. In all respects, the requirements shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the District, is incorrect EFT information within the meaning of paragraph (d).

(h) *Liability for change of EFT information by financial agent.* The District is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* Payment information will be provided via e-mail to the designated e-mail address provided by the Contractor.

(j) *EFT information.* The Contractor shall complete the required information regarding the financial institution and account and obtain the signature of an authorized agent on a District 11 Direct Deposit Form which can be obtained from the Contracting Officer of the Designated

Payment Office. The completed form may be returned by mail or facsimile to the Designated Payment Office.

(k) The Designated Payment Office for this contract is:

Colorado Springs School District 11
Accounts Payable Department
1115 N El Paso Street
Colorado Springs, CO 80903

Person to Contact: Mark Capps Telephone Number: 719.520.2047 E-Mail address:
cappsmt@d11.org

INSURANCE

The contractor shall maintain the checked minimum insurance coverage during the performance of this contract. (D-11 June 07)

The contractor is advised that in performance of this contract it is understood that all forms and levels of insurance coverage required by law to protect workers and property, assure contract performance and address anticipated liability and risk shall be retained. It is the sole responsibility of the contractor to comply with requirements of law and elect any additional coverage as appropriate.

A Certificate of Insurance. Insurance Certificates must show coverage of all checked insurance requirements and must provide coverage until final completion of the contract. If the expiration date of the insurance certificate is prior to final completion, the Contractor shall provide a new certificate of insurance prior to 30 days from the expiration of the current policy.

Workers' Compensation Insurance - contractor is required to obtain insurance to comply with applicable statute governing location of performance of employee work effort.

Professional Liability Insurance - coverage part aggregate limit each occurrence \$2,000,000.

Comprehensive General Liability Insurance - covering Bodily Injury of at least \$2,000,000/person, \$2,000,000/ accident; and \$2,000,000/Property Damage.

Multiple Year Commitment

Subject to CRS 24-103-503 entitled Multiyear Contracts, any multiple year commitment beyond the current fiscal year is subject to availability of appropriated funds in future fiscal years. If funds are not available in a fiscal year to continue the contract, the contract will be terminated at no cost to the district, upon a 30-day written notice. Upon termination, any materials, supplies, or items of equipment, which have not been fully paid for by the district will be returned to the vendor at the vendor's expense. The district will not purchase similar materials, supplies, or items of equipment during the anticipated life of the terminated contract without notification of the terminated contractor and consideration of reinstating the terminated contract.

Internet Use

Should it be determined that the Provider will have access to the District Internet resources in the performance of this requirement; therefore, a "Provider's Internet Use Agreement" must be signed by each individual having access to the District Network. The completed "Provider's Internet Use Agreement," will be maintained with this agreement. Misuse or inappropriate use of the District Network will be grounds for immediate termination of the agreement.

Background Investigations and Finger Printing

Any provider and/or partner, employee or other representative of any kind whether or not in paid status must agree to be finger printed and submit for a background investigation if that provider and/or partner, employee or other representative of any kind will be left alone (unsupervised) with any district student at any time during the performance of this agreement.

Colorado PERA Retiree

In accordance with CRS 24-51-1101, the District will notify the Association (Colorado PERA) of any Association retiree working as a consultant/contractor to the District in an individual capacity or of any entity owned or operated by a service retiree or affiliated party. PERA Rule 11.12 C defines affiliated party to include: (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the retiree, (2) any person who is a relative of the retiree by blood or adoption to and including parents, siblings, half-siblings, children and grandchildren, (3) any person who is a relative of the retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings, and (4) any person or entity with whom the retiree has an agreement to share or otherwise profit from the performance of services for a PERA employer by the retiree other than the retiree's regular salary or compensation. If as a result of an Association evaluation, it is determined by the Association that Colorado PERA withholding is required, the withholding amount will be deducted from the contract amount and paid directly to Colorado PERA.

- ☐ I am not a Colorado PERA retiree.
- ☐ I am a Colorado PERA retiree but under this contract I am not employed in an individual capacity or by entity owned by myself or an affiliated party.
- ☐ I am a PERA retiree and believe the conditions cite above pertain to my employment.

If this option is selected, contact the Contracting Officer prior to accepting this contract or beginning performance for the District

Audit

Any labor hour, level of effort or cost reimbursement agreement may be subject to an audit. The District contracting officer, the District auditor or an independent auditor funded by the district may perform the audit.

General Provisions

Employer-Employee Relationship

The Provider is not an employee of the District and is not covered by Workers' Compensation, group life, accident or health insurance, and other benefits associated with an employer-employee relationship.

Illegal Aliens (Public Contracts for Services) (D-11 June 2007)

If Contractor has any employees or subcontractors, Contractor shall comply with § 8-17.5, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. Per 8-17.5-102 of this section the:

- A. Contractor shall not:
 - (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(ii) 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 Agreement for public services.

B. Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the "Basic Pilot Program" and, if Contractor is not accepted into the Basic Pilot Program prior to entering into a public contract for services, that the Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or this Agreement or the public contract for services has been completed, whichever is earlier. The "Basic Pilot Program" is the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security. The application is currently on line at <https://www.vis-dhs.com/EmployerRegistration>.

This provision shall not be required or effective in a public contract for services if the Basic Pilot Program is discontinued.

C. Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(i) Notify the subcontractor and the District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice under D(i), the subcontractor does not stop employing or contracting with the illegal alien. However, the Contractor shall not terminate the contract with the subcontractor if during this three day period the subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

F. If Contractor violates this provision, the District may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Contractor shall be liable for actual and consequential damages.

G. The District will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates the Agreement for such breach.

H. The Contractor's signature on this contract serves as certification that, as of the date of signature, the Contractor does not knowingly employ or contract with illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

Hold and Save Harmless

The Provider agrees to indemnify, save harmless, and defend the District from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated on loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Provider, his or her agents, servants, or employees. Provider further agrees to indemnify and save harmless the District from and on account of damages of any kind, which the District may suffer as the result of the acts of any Provider's agents, servants, or employees.

Licenses, Taxes, Permits, and Fees

The Provider is fully cognizant that this contract is a contract for services and that an employee-employer relationship does not exist between the Provider and District. Therefore, it is the Provider's responsibility to obtain, at its own expense, all licenses and permits, and to pay all applicable taxes and fees, in the execution of the terms of this contract, including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

Nonexclusive Agreement

It is expressly understood and agreed that this Agreement does not grant to the Provider any exclusive privileges or rights and District may contract with other contractor(s) for the procurement of comparable services. The District makes no commitment for any minimum or maximum amount of purchases of services hereunder except as otherwise set forth in this Agreement.

Nondisclosure of Confidential Information

If a party to this agreement requires confidential information from the other party in the performance of this agreement, the party receiving the Confidential Information agrees as follows:

- a. To maintain and use the Confidential Information only for the purposes of this Agreement and only as permitted herein. To only make copies as specifically authorized and with the same confidential or proprietary notices as are on the original.
- b. To restrict access and disclosure of Confidential Information to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality according to this provision.
- c. To treat Confidential Information as confidential for a period of five (5) years from the effective date of receipt.

Confidential Information shall at all times remain the property of the disclosing party. Upon request, Confidential Information shall be returned or certified destroyed to the disclosing party within thirty (30) days from termination or expiration of this Agreement.

Except as may be required by applicable law, regulations, legal or agency order, demand or process, neither party shall disclose to a third party any Confidential Information without the prior written consent of the other party. The obligations of this provision shall be satisfied by handling Confidential Information with the same degree of care which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

Changes

The Contracting Officer, at any time, by written order, may make changes in or additions to the services to be performed by this contract, issue additional instructions, require modified or additional work or services within the general scope of the contract, or vary the amount of District-furnished property. If any of said changes cause any increase or decrease in the cost of, or in the time required for, performance of this contract, an equitable adjustment will be made in the contract price or term of performance, or both, and the contract will be modified in writing accordingly. Any claim by the Provider for adjustment under this clause must be asserted within

thirty calendar days from the date of receipt by the Provider of the notification of changes provided, however, that the Contracting Officer, if he or she decides that the facts justify such action, may receive and act on any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract titled "Disputes." However, nothing in this clause excuses the Provider from proceeding with the contract as changed, and it is limited to proceeding with its appeal pursuant to the provision titled "Disputes."

Payment Rates

Payment for services performed by the Provider, as set forth in this Contract, will be made at the rates prescribed hereto, upon submission by the Provider of proper invoices to the District designated herein and at the time provided for herein.

Disputes (Jan 2000)

This contract is subject to the Contract Disputes under Colorado Revised Statutes (CRS) Title 24 Article 109; but, only to the extent provisions from such statutes are specifically cited herein and within the District Contract Regulation (DAR) Part 7. Except as provided in the CRS, all disputes arising under or relating to this contract shall be resolved under this clause. "*Claim*," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim until certified as required by this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six months after accrual of the claim to the Contracting Officer for a written decision. A claim by the District against the Contractor shall be subject to a written decision by the Contracting Officer. The contractor shall provide the certification specified in this clause when submitting any claim exceeding \$50,000.

The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor." The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim. For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made. The Contracting Officer's decision shall be final unless the Contractor appeals to the Head of the Purchasing Agency or Executive Director, or files a suit as provided in

the CRS. As defined in CRS 24-101-301: The Head of the Purchasing Agency is the Deputy Superintendent/Chief Financial Officer; The Executive Director is the Superintendent. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the District is presented to the Contractor, the parties, agree first to attempt to resolve the dispute through alternative dispute resolution (ADR), as defined in DAR 7.201. The parties agree not to discuss any dispute(s) with the press/media during the resolution process. Interest will be computed in accordance with CRS 24-109-301, except interest shall be calculated at a rate of eight percent. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

Immunities

The District retains all of its rights and immunities under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the Provider is contractual. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Provider shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Termination for Convenience

(D-11 July 2000). The District may terminate performance of this contract in whole, or in part if the District determines that a termination is in the District's interest with written notice. The Contractor after receipt of a Notice of Termination, shall stop work on the cancellation date specified in the Notice. The District will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the District may determine the contractors cost based the schedule of values or exact cost of any work performed. The contractor will not be reimbursed for any anticipated profit.

Termination for Cause (D-11 July 2000)

If either party is in default under this contract, it shall have an opportunity to cure the default within 10 days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 10 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The District may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

Inspection and Acceptance

The District's Requirement office through the Contracting Officer's Technical Representative (COTR) is responsible for performing inspection and acceptance of services rendered, including inspection of any records maintained by the Provider.

Execution of Contract (D-11 July 2000)

This contract contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement. Execution of this contract constitutes a representation by the Provider that to the best of the Provider's knowledge no conflict of interest exists between the District representatives and the Provider or its employees and agents.