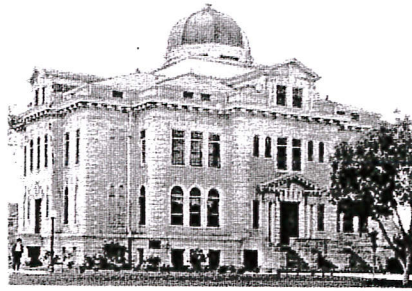


Joseph A. McBride, Chairman  
Commissioner District Two

Byron H. Pelton  
Commissioner District One

Jane Bauder  
Commissioner District Three



Office Phone  
970-522-0888  
FAX 970-522-4018  
TTY 970-526-5383  
Web: [www.logancountyco.gov](http://www.logancountyco.gov)

email: [commissioners@logancountyco.gov](mailto:commissioners@logancountyco.gov)

**OFFICE OF THE BOARD  
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2  
STERLING, COLORADO 80751

**AGENDA**

**Logan County Board of Commissioners  
Logan County Courthouse, 315 Main Street, Sterling, Colorado  
Tuesday, February 5, 2019 - 9:30 a.m.**

**Call to Order  
Pledge of Allegiance  
Revisions to Agenda  
Consent Agenda**

Approval of the Minutes of the January 29, 2019 meeting.

**Unfinished Business**

Consideration of the award of the proposals for the construction of the Co-working space in the Logan County Courthouse Annex.

Consideration of the award of the bid for HVAC work for the Co-working space in the Logan County Courthouse Annex.

Consideration of the award of the proposal for the purchase for a new snowplow truck for the Road and Bridge department.

Consideration of the award of the proposal for the purchase of three (3) new pickup trucks for the Logan County Road and Bridge department.

**New Business**

Consideration of an agreement between Logan County and iLoka, Inc. dba NewCloud Networks on behalf of itself and its affiliates (collectively referred to herein as "NewCloud Networks" or "NCN" to offer to provide voice and data services for Logan County.

Consideration of an agreement between Logan County and iLoka, Inc. dba NewCloud Networks on behalf of itself and its affiliates (collectively referred to herein as "NewCloud Networks" or "NCN" to offer to provide voice and data services for Logan County Department of Human Services.

## **Other Business**

### **Miscellaneous Business/Announcements**

County offices will be closed, Monday, February 18, 2019 in observance of President's Day.

The next meeting will be scheduled for Tuesday, February 19, 2019, at 9:30 a.m. at the Logan County Courthouse.

### **Executive Session as Needed Adjournment**

January 29, 2019

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron H. Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Rob Quint	Logan County Planning and Zoning
Diana Korbe	Logan County Human Resources
Jerry Casebolt	Emergency Management Coordinator
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rick Bailey	
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda item:

- Approval of the Minutes of the January 15, 2019 meeting.

Commissioner Pelton moved to approve the Consent Agenda. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride continued with Unfinished Business:

Chairman McBride will award proposals for the construction of the Logan County Annex Co-working Space. Commissioner Bauder moved to table the awards until February 5th since Trey Miller was not present. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

Chairman McBride opened proposals for HVAC Work for the Logan County Annex Co-working Space.

- Curlee Heating and Air Conditioning – Option 1 \$3,735.00, Option 2 \$3,875.00, Option 3 \$2,565.00 and Option 4 \$2,565.00.

Commissioner Pelton moved to submit the proposals to Logan County Economic Development Corporation and ask for their recommendations. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride opened a proposal for purchase of one new Snow Plow Truck for the Road & Bridge Department and proposals for the purchase of three (3) new Half-ton 4x4 Quad Cab/Super Cab Pickup Trucks.

- McCandless Truck Center LLC for a Snow Plow Truck – Total sale price is \$158,698.00; with Dealer net price of \$154,668.67
- Transwest submitted six bids for Pickup Trucks

- 2019 Chevy Silverado 1500 - \$29,458.00
- 2019 F150 4x4 6.5 foot box - \$31,036.00
- 2019 F150 4x4 8 foot box \$31,325.00
- 2019 Chevy Silverado 2500 Double Cab Four Wheel Drive - \$30,974.00
- 2019 F250 4x4 \$31,864.00
- 2019 1500 Classic ST Quad Cab \$26,698.00

Commissioner Bauder moved to send the proposals to Jeff Reeves at Logan County Road and Bridge for his review. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve a Government Obligation Contract between Logan County and Kansas State Bank for financing the purchase of five (5) Patrol Vehicles and one (1) Transportation Van in 2019 for the Logan County Sheriff's Office and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the contracts between Logan County and Diller Mechanical Services, LLC for preventative maintenance of HVAC systems at the following Logan County buildings:

- Heritage Center - \$1025.00
- Central Services Building - \$2,413.00
- Courthouse – \$2,397.00
- Justice Center - \$9,145.00

Commissioner Pelton seconded. Commissioner Bauder moved to amend the motion to include authorizing the Chairman to sign. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2019 - 13 cancelling certain tax sale certificates issued in error as a result of erroneous severed mineral assessments. Commissioner Bauder seconded and the motion carried 3-0.

- Commissioner Pelton explained that in the Work Session in the previous week they came up with a solution to have the Treasurer hold off on selling for at least a year and do some research before selling them.

Commissioner Bauder moved to approve an Agreement between Logan County and OneOK Elk Creek Pipeline, LLC and the issuance of ROW Permit # 2019-1, for the use of the county right-of-way to bore under County Road 6 for driveway access and to Install a 20-inch Natural Gas Pipeline. Chairman McBride seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an Agreement between Logan County and OneOk Elk Creek Pipeline, LLC and the issuance of ROW Permit #2019-2, for the use of the county right-of-way to bore under County Road 17.7 for drive way access and to install a 20-inch Natural Gas Pipeline. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution #2019-14 and a Final Subdivision Application to create Northeast Ag Subdivision which will include the platting of two (2) lots as shown on the Final Plat in a portion of the South West ¼ of Section 27, Township 8 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado. Chairman McBride seconded and the motion carried 2-0. Commissioner Pelton abstained since he had an inadvertent off the record discussions with the representative of the applicant after the permit application had been submitted.

Commissioner Pelton moved to approve CIC Software License Agreement between Logan County and Computer Information Concepts, Inc. a Colorado Corporation for use of the Employee Portal – Unlimited Paystub Inquiry Products and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

- Diana Korbe, Logan County Human Resources, explained the product.

Commissioner Bauder moved to approve an Agreement between Logan County and Mountain Tower & Land and the issuance of ROW Permit #2019-3, for use of the county right-of-way along CR 28.1 for a driveway. Commissioner Pelton seconded and the motion carried 3-0.

The next business meeting will be scheduled for Tuesday, February 5, 2019 at 9:30 a.m. at the Logan County Courthouse.

There being no further business, the meeting was adjourned on Tuesday, January 29, 2019 at 9:50 a.m.

Submitted by:

  
\_\_\_\_\_  
Logan County Deputy Clerk

Approved: February 5, 2019

LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Joe McBride, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder



1/31/19

Logan County Board of Commissioners  
Attn: BOCC Chair-Commissioner Joe McBride  
315 Main St, Sterling, CO

**RE: Annex CoWorking Space Proposals Award Recommendation**

Dear Board of County Commissioners:

After much review and analysis of all contractor proposals submitted in accordance with the Request for Proposal advertisement for the County Annex Building CoWorking Project, the Logan County Economic Development Corp would like to make the following formal recommendations.

From the two general contractor proposals received additional review of the project was done to ensure the scope of work was compared with the same level of work from both parties. Also, thorough review was done to find where costs could be cut to keep the entire project within budget and ensure that the total proposal cost was calculated knowing the total scope.

We recommend that the General Contractor proposal from Sterling Handyman, Scott Rubottom, be selected for the wall construction, drywall, flooring, ceilings, hallway ceiling paint and other aspects identified in the proposal other than is being awarded elsewhere. In comparing Sterling Handyman and Schlenz Builders proposals on an exactly equal basis of work the estimates were as follows:

Sterling Handyman:	\$45,867.50
Schlenz Builders:	\$56,597.00

We recommend the electrical be awarded to Better Electric at the proposal amount of \$6,100. The only other electrical proposal was included with Schlenz Builders at \$11,951. Schlenz Builders agreed that the electrical could be taken out of their proposal and not affect the rest of the project costs as a package. This allowed for the best possible cost for this component while allowing both general contractors to submit for the same scope of work.

We recommend that Curlee Heating and Air Conditioning be awarded their proposal for HVAC work that includes the installation of (4) LG Mini-Split units to provide air conditioning and supplemental heat source for the Conference Room, large Central Office/Shared Space, East Office, and West Office. The proposal includes the electrical work to complete installation of the units.

These recommendations conclude the scope of work as outlined in the Request For Proposals and address all proposals submitted in accordance to the guidelines.

Thank you for your consideration of these recommendations please contact Trae Miller with the LCEDC for further questions on the choices made.

Sincerely,

Trae Miller – Executive Director-LCEDC  
970-520-1283

12/13/18

**RE: REQUEST FOR PROPOSAL – LOGAN COUNTY ANNEX COWORKING PROJECT**

The Logan County Annex Coworking Project is collaboration between Logan County Commissioners and Logan County Economic Development Corporation "LCEDC". The project includes remodel and updating of the north half of the main floor of the County Annex. The project will include painting, lighting and electrical upgrades, flooring, HVAC units to update and replace individual window units, wall repair and framing, and plumbing to reconfigure two existing restrooms into ADA compliant facilities.

The project is working on a limited and fixed budget.

The facility will be used as a shared office space and coworking facility aimed at helping to create new jobs and opportunities for Logan County residents and others. The facility will be operated and managed by the LCEDC, a 501 C 3 non-profit corporation. Through donated use of the space by the Logan County Commissioners LCEDC will offer flexible use areas for shared desks, conference room space, and private office space. The project is expected to encourage entrepreneurship, facilitate remote work and telecommuting, and build a network of similar minded people to create a sense of community.

Proposals must be picked up at the County Commissioners offices or can be sent electronically by contacting LCEDC. A mandatory project meeting will be held at the County Annex on Monday January 7<sup>th</sup> at 9:30AM. All sealed proposals are due to the County Commissioners office by 5pm on Monday January 14<sup>th</sup>. Proposals will be opened and reviewed at the Board of County Commissioners regular meeting on Tuesday January 15<sup>th</sup>.

Please itemize costs in proposals.

For more information about the project please contact the LCEDC at 970-521-7196, or email [Director@Sterling-Logan.com](mailto:Director@Sterling-Logan.com).



# BETTER Electric, Inc.

PO Box 267  
Sterling CO 80751

## Estimate

Date	Estimate #
12/20/2018	62290-T

Name / Address
Logan County Commissioners 300 Main Sterling, CO 80751

Phone: (970) 521-1030
Fax # (970) 521-0176
E-mail: betterelectric@kci.net
Web Site: www.betterelectric.com

Description/Location
Estimate for lighting in co-working space

Item	Description	Qty	Cost	Total
Bid	<p>An estimate to supply labor, materials and equipment to renovate the upstairs co-working area at courthouse annex.</p> <p>Includes: -38, 1' x 4' LED wrap-type fixtures -Repairing and replacing any damaged equipment -Exit/emergency lighting</p> <p>Does not include: -Service or panel retrofits</p> <p>Bid</p>	1	6,100.00	6,100.00

This is an estimate only, not a contract for services. This is an estimate only and does not include material price increases or additional labor or materials which may be required during the scope of the job. This estimate is good for 20 days from the date hereof. Better Electric, Inc., its officers and employees are not responsible for repair or replacement of any underground or customer-owned utilities which are not clearly marked or identified, or for any work done by any employee that is not first authorized by an agent of the company. Customer agrees to pay all amounts due within 30 days. Any outstanding balance over 30 days will accrue interest at the rate of 18% per annum. Customer agrees to pay all collection costs, including reasonable attorneys' fees, court costs and other expenses.

<b>Subtotal</b>	\$6,100.00
<b>Sales Tax (0.0%)</b>	
<b>Total</b>	\$6,100.00

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. Better Electric is authorized to do the work as specified.

Signature \_\_\_\_\_





1026 N Division Avenue ♦ Sterling, CO 80751 ♦ Phone: 970-522-4535

**Logan County Economic Development**

**January 14, 2019**

P.O Box 72  
160 College Avenue  
Sterling, Colorado 80751

All,

I am pleased to present this bid for the annex remodel as detailed below:

- **Framing** **\$2,833**
  - Alter bathroom framing according to plans.
  - Move door openings per plans.
  - Selective demo framing to accept new walls.
  
- **Electrical** **\$11,951**
  - New Recessed 2x4 LED lighting in new suspended ceiling on existing circuits and switches.
  - Relocate switches to accommodate new wall/door locations.
  - Install fan/light combos in bathrooms
    - Venting by others.
  
- **Plumbing** **\$19,521**
  - Demo both existing bathroom fixtures.
  - Rough in plumbing for ADA restrooms
  - Includes ADA toilet and lavatory.
  - Includes plumbing permit.
  
- **Drywall** **\$7,311**
  - Install new sheetrock at required locations:
    - New bathroom walls
    - Locations of new framing at hallway (Framing in existing doors)
    - Misc. patching as required.
  
- **Painting/Staining** **\$5,111**
  - Paint at interior walls only.
  - No steel ceilings will be painted or otherwise altered.
  - Stain and clear coat doors to match owners preference.
  
- **Doors** **\$4,364**
  - Replace 7 oak doors while reusing existing jambs.
  - Install 2 new oak doors on new jambs
  
- **Acoustic Ceilings** **\$7,266**

- Furnish and install N/R grid and Rockfon Pacific #200, 2' x 2' square edge tile.
- Applicable locations for installation are the following:
  - Office, File Storage, Bathrooms, Conference Room, Central Offices, Office
  - Not installed in Hallway or Stairwell/Entry
  
- **Flooring Option 1 (Vinyl @ Bathroom) \$13,545**
  - Engineered Floors-Pentz Commercial Carpet Tiles
    - 24" x 24" Solution dyed nylon.
    - Pressure sensitive adhesive. Patching Compound.
  - Shaw Luxury Vinyl in lieu of porcelain tile.
  - A clean subfloor should be present at installation time to insure proper installation.
  
- **Flooring Option 2 (Tile @ Bathroom) \$14,005**
  - Engineered Floors-Pentz Commercial Carpet Tiles
    - 24" x 24" Solution dyed nylon.
    - Pressure sensitive adhesive. Patching Compound.
  - Florida Tile – Savannah Porcelain 12" x 12" Tile and 3" x 12" Bullnose.
    - Power Grout and TEC Silicone Caulking
  - A clean subfloor should be present at installation time to insure proper installation.
  
- **Cabinets \$1,803**
  - Merillat Spring Valley Oak Cabinets
  - Plastic Laminate Top

Total (Option 1)	\$73,705
Total (Option 2)	\$74,165

**Exclusions:**

- Asbestos abatement.
- Demo of any kind (Selective demolition of bathroom framing included in framing)
  - Demo of wall and floor tile in bathroom buy others.
- Any basement work, other than that required by plumbing.
- Exhaust fans in bathrooms to be vented by HVAC contractor.
- All hot water heat or other heating by others.

**Notes:**

- This bid is a complete bid. If any parts of this bid are not used, the total price may be affected. Full construction supervision and proper insurance is included with my complete bid, if contractors other than Schlenz Builders are hired to complete part of this project, no insurance, supervision, or scheduling will be included for those contractors. It will be solely the responsibility of the owner to schedule, manage, and otherwise communicate with those contractors.
- Fire Suppression by owner.
- Tax exemption paperwork must be provided before work commences.
- Locations that currently have steel ceilings but will not get acoustic ceilings (entry and stairwell) will not be painted, they will remain as is.
- Because Logan County owns the property, all permits required are assumed to be free of charge.

- Due to the fact that demo is by others, the subflooring will need to be adequately demoed and cleaned for flooring installation. Nails, staples, or other fasteners should all be completely removed. All glue or adhesives should also be removed so that the subfloor is clean and ready to accept new flooring material. Any damage occurring to the floor during demo should also be fixed by the demo contractor.
- 

Sincerely

A handwritten signature in cursive script that reads "Patrick Steward". The letters are fluid and connected, with a prominent loop at the start of the first name.

Patrick Steward  
Schlenz Builders

Sterling Handyman, LLC  
 PO Box 1794  
 Sterling, CO 80751  
 308-631-6877  
 sterlinghandyman@yahoo.com

# ESTIMATE

## ADDRESS

Logan County Board of  
 Commissioners Office  
 315 Main Str  
 Sterling, Co 80751

ESTIMATE # 1033

DATE 01/14/2019

## P.O. NUMBER

Logan County Annex CoWork Space

ACTIVITY	QTY	RATE	AMOUNT
<b>Labor</b> Labor to demo and remove any or all part of the project will be billed at additional rate of \$75/hour	0	75.00	0.00
<b>Labor</b> Build and install roughly 26LF of 2x4 wall for ADA Compliant Restrooms, frame in door and window opening per specs sheet, drywall,mud,tape,texture and prime new drywall two sides. Includes material and labor. Roughly 600 SF	600	5.00	3,000.00
<b>Labor</b> Prep walls, fill holes, caulk corners and trim, Paint with sprayer and back roll 2 coats paint/primer in one on all walls. Includes material and labor. Roughly 4900 SF	4,900	1.00	4,900.00
<b>Labor</b> Install carpet squares using pressure sensitive glue(meaning replaceable when damaged or stained) Includes material and labor. Roughly 2215 plus 5% waste=2326 SF. Does NOT include the staircase.	2,326	4.50	10,467.00
<b>Labor</b> Install drop ceiling in all rooms with exception of hallway. Includes material and labor. Roughly 2100 SF	2,100	5.00	10,500.00
<b>Labor</b> Install 1/4" Hardie Backer and floor tile in ADA restrooms. Labor only	130	8.00	1,040.00
<b>Labor</b> Hardie Backer 1/4" \$1.25/ sq ft., \$3.50/ sq ft. allowance for tile. \$1.25 for thinset and grout.  Optional: Tile 4' up the walls on all sides of restrooms. Includes tile, thinset, grout and labor. 260 sq ft. Add \$3120 for this option.	130	6.00	780.00
<b>Labor</b> Mortise hinge placement and bore handle hole in 7 solid core pine 6-panel door slabs. Install doors to replace old. These will be painted to match trim color during painting process in this estimate. Includes material and labor.	7	250.00	1,750.00
<b>Labor</b> Cut out wall and install new 36" solid core pine 6-panel pre-hung doors for restrooms. \$125 allowance for door cost, \$25 allowance for door handle cost,	2	400.00	800.00

Scott Rubottom, Owner  
 General Contractor  
 Licensed and Insured

ACTIVITY	QTY	RATE	AMOUNT
\$200 install cost for door, door casing and door handle. These will be painted to match trim color during painting process. Includes material and labor			
<b>Labor</b>			
Install new cove base through-out renovated area. Includes material and labor. Roughly 550 LF	550	4.00	2,200.00

It is company policy to require 50% deposit on all work over \$5000 to purchase materials for the project. Remainder due upon completion.

Thank you for the opportunity to estimate your project!

---

TOTAL **\$35,437.00**

Accepted By

Accepted Date



114 Main Street / PO Box 1905  
 Sterling, Colorado 80751  
 Phone 970-522-9305 fax 522-8508

**PROPOSAL AND  
ACCEPTANCE**

# 4674

PROPOSAL SUBMITTED TO Logan County Economic Development Corporation		PHONE 521-7196	DATE 1/11/2019
STREET Box 72		JOB NAME county annex remodel	
CITY, STATE AND ZIP CODE Sterling, Colorado 80751		JOB LOCATION 315 Main St,	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

material and labor to furnish and install the following;

option 1; conference room, 18,000 btu mini-split a/c 3735.00

accepted \_\_\_\_\_ date \_\_\_\_\_

option 2; central office; 24,000 btu mini-split a/c 3875.00

accepted \_\_\_\_\_ date \_\_\_\_\_

option 3; west office, 9000 btu a/c mini-split 2565.00

accepted \_\_\_\_\_ date \_\_\_\_\_

option 4; east office; 9000 btu mini-split a/c 2565.00

accepted \_\_\_\_\_ date \_\_\_\_\_

included electric; not included removal old a/c units;

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:  
 above \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

Payment to be made as follows:  
 all due upon completion

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_  
 Note: This proposal may be 30 withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
 Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

LOGAN COUNTY ROAD & BRIDGE DEPARTMENT  
12603 CR 33  
STERLING, COLORADO 80751  
970-522-3426 970-521-0968

February 1, 2019

Logan County Commissioners  
315 Main Street  
Sterling, CO 80751

Dear Board of County Commissioners,

The Logan County Road & Bridge Department is recommending awarding the 2019 proposal for Three (3) ½ Ton 4X4 pick-up trucks to Transwest Chevrolet 1200 W. Main Sterling, CO 80751. The proposal was for three (3) RAM 1500ST Quad Cab 4X4 models for \$26,698.00 each for a Total \$80,094.00.

Transwest was the low proposal and met or exceeded required specifications.

Other Vendor proposals considered:

Transwest Chevrolet -2019 Chevrolet 1500 @ \$29,458.00 each and 2019 Ford F-150 @ \$31,325.00 each.

This was State Bid Pricing. No lower bids for these models.

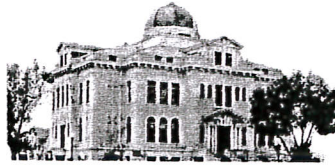
Sincerely,

Jeff Reeves  
Logan County Road & Bridge Manager

Joseph A. McBride, Chairman  
Commissioner District Two

Byron H. Pelton  
Commissioner District One

Jane Bauder  
Commissioner District Three



Office Phone  
970-522-0888  
FAX 970-522-4018  
TTY 970-526-5383

Web: [www.logancountyco.gov](http://www.logancountyco.gov)  
E-mail: [commissioners@logancountyco.gov](mailto:commissioners@logancountyco.gov)

**OFFICE OF THE BOARD  
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2  
STERLING, COLORADO 80751

**REQUEST FOR PROPOSALS**

The Logan County Board of Commissioners is accepting proposals for the purchase of three (3) new half-ton 4x4 quad cab/supercab pickup trucks. Specifications are attached.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope labeled "Half-ton Pickup Proposal" by 9:00 a.m., January 29, 2019. Said proposals will be opened at approximately 9:30 a.m. Tuesday, January 29, 2019 at the Logan County Courthouse.

The Board of County Commissioners reserves the right to reject any proposal and to accept the proposal deemed to be in the best interest of Logan County.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

---



**Invitation to Bid #2019-01**

Dealership name	Transwest Chevrolet
Street address	1200 W. Main Street
City, State, zip code	Sterling, CO 80751
Point of contact at dealership	Jacob Schneider
Primary contact telephone number	970-520-1143
Alternate contact telephone number	970-522-2700
E-mail address	
What make of vehicle does the local dealership perform warranty service work on?	

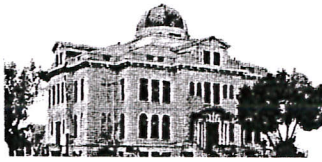
<b>Vehicle Specifications</b>			
<b>3 - New ½ ton 4X4 pickup truck-Quad Cab/Supercab Chevy, RAM or Ford</b>			
<b>BASE PRICE OF ABOVE-LISTED VEHICLE</b>			<b>\$</b>
County Specific Options/Features	Additional Cost	County Specific Options/Features	Additional Cost
Gasoline engine V-8		Power windows	
Automatic transmission		Power door locks	
Single rear wheels		Tow package	
Four wheel drive		Air conditioning	
Off-road package		Cruise Control	
All terrain tires		AM/FM Radio	
Exterior color: white		Tilt Steering Wheel	
Interior color: dark		Cloth 40-20-40 Bench Seat	
Spray-in Bed liner		Full-size Spare Tire	
<b>PRICE INCLUDING THE ABOVE-LISTED OPTIONS/FEATURES</b>			<b>\$</b>

<b>Details of vehicle in bid</b>	
Year – Make - Model	
Engine	
Transmission	
GVWR	
Gear ratio	
Warranty	
Proposed delivery date	

Joseph A. McBride, Chairman  
Commissioner District Two

Byron H. Pelton  
Commissioner District One

Jane Bauder  
Commissioner District Three



Office Phone  
970-522-0888  
FAX 970-522-4018  
TTY 970-526-5383

Web: [www.logancountyco.gov](http://www.logancountyco.gov)  
E-mail: [commissioners@logancountyco.gov](mailto:commissioners@logancountyco.gov)

**OFFICE OF THE BOARD  
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2  
STERLING, COLORADO 80751

**REQUEST FOR PROPOSALS**

The Logan County Board of Commissioners is accepting proposals for the purchase of one new Snow Plow Truck. Specifications are enclosed.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope labeled "Snow Plow Truck Proposal" by 9:00 a.m., January 29, 2019. Said proposals will be opened at 9:30 a.m. Tuesday, January 29, 2019 at the Logan County Courthouse.

The Board of County Commissioners reserves the right to reject any proposal and to accept the proposal deemed to be in the best interest of Logan County.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

# LOGAN COUNTY SPECIFICATIONS - SINGLE AXLE SNOW PLOW TRUCK

	COMPLY	DOES NOT COMPLY
<b>1. <u>CHASIS</u></b>		
A. International 7400 Series 4 x 2 single axles SFA package or equivalent.	_____	_____
B. Options to include heated rearview mirrors.	_____	_____
 <b>2. <u>DUMP BODY</u></b>		
A. TBEI DuraClass Model SL306 SS or equivalent	_____	_____
B. 10' long x 86" I.D. & 98" O.D. width	_____	_____
C. 6 to 8 cubic yard capacity	_____	_____
D. Front end 38" high, 10 gauge 201 stainless steel	_____	_____
E. Sides 28" high, 10 gauge 201 stainless steel	_____	_____
F. Top rail boxed, formed horizontal center brace with 35 degree slope, 35 degree sloping bottom rail, no weld seam visible to the outside of the body on the top, bottom or center rail supports. Sides 100 percent fully welded to front and rear corner posts for maximum strength.	_____	_____
G. 2" x 6" side board pockets.	_____	_____
H. Straight tailgate 38" high, 7 gauge 201 stainless steel, dirt shedding boxed perimeter, radius formed bracing, (6) panel design.	_____	_____
I. 1-1/2" upper tailgate pin, 1-1/4" lower tailgate pin	_____	_____
J. Electric over air tailgate lock.	_____	_____
K. Floor 1/4" AR abrasion resistant steel floor, bevel plate from floor to side bracing.	_____	_____
L. Understructure – crossmemberless with two 3/16" deep flared 12" full boxed longitudinals.	_____	_____
M. Cab guard 23" x 84", 10 gauge 201 stainless steel.	_____	_____
N. Pintle plate 3/4" x 34" welded and reinforced to rear truck frame, 30 Ton pintle hook, (2) "D" swivel rings	_____	_____
O. Shurco Armatic electric tarp system with tarp tamer and asphalt tarp.	_____	_____
 <b>3. <u>LIGHTING &amp; ELECTRICAL</u></b>		
A. Fender mounted halogen snowplow lights with integrated turn signals installed on stainless steel brackets attached to truck convex mirror brackets, sealed wire harness with Deutsch DT connectors.	_____	_____
B. LED warning lights, (2) amber clear and (2) blue clear 24 LED, 6" oval recessed rubber grommet mounted on the front and side corners of the dump body cab shield. (1) amber clear and (1) blue clear 24 LED, 6" oval recessed rubber grommet mounted in rear dump body corner posts.	_____	_____
C. LED stop, tail, turn and back-up lights recessed rubber grommet mounted in rear dump body corner posts.	_____	_____
D. LED marker and clearance lights meet FMVSS 108. License plate bracket and light.	_____	_____
E. Weather resistant sealed wiring with Deutsch DT connectors throughout, tarp relay, e-stop, solenoids and fuses mounted in-cab enclosure for weather protection and easy access.	_____	_____

**8. HENKE OR EQUIVALENT POWER REVERSING SNOWPLOW**

- A. 36" high x 12' long moldboard
- B. 10 gauge rolled steel moldboard
- C. (2) ECT – external compression trip springs
- D. (3) Angle adjusting points
- E. (2) 3" x 10" x 2" double acting reversing cylinders with cushion valve
- F. SQH/UQH universal quick hitch for flat plate
- G. 4" x 10" double acting plow raise cylinder
- H. 5/8" x 6" steel cutting edge
- I. Orange road markers
- J. Rubber deflector
- K. (2) jack stands

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**9. PARTS**

A. Bidders must show proof that a large stock of parts for the model of equipment upon which he/she is bidding is maintained at his facility.

_____	_____
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**10. AWARD**

A. Equipment is for use by the Logan County Road and Bridge Department and must meet the requirements of that agency as interpreted by the Logan County Commissioners.

_____	_____
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B. Prior to award, the purchasing agent may require a visit to the supplier's facility to assure supplier has plant capacity to manufacture and deliver equipment on time as required.

_____	_____
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C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation

_____	_____
-------	-------

**11. WARRANTY**

A. The manufacturer shall warranty the equipment for one year or as otherwise note in the manufacturer's standard warranty policy.

_____	_____
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**12. QUALIFICATIONS OF BIDDERS**

No bid will be considered unless the bidder can meet the following conditions:

- Bidder must have a parts/service location and keep a sufficient stock of parts on hand at all times.
- The equipment offered is the stock model chassis that meets the requirements of the specifications without material change or modifications.
- The model is regularly advertised and sold by the manufacturer.
- The bidder has been engaged in the sale and support of this make and model of equipment for at least twenty four months.

_____	_____
_____	_____
_____	_____

TOTAL PROPOSAL PRICE - ONE SNOW PLOW AS PER ABOVE SPECIFICATIONS.

_____	\$
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160 Inverness Drive West, Suite 100, Englewood, CO 80112  
 Customer Service: 855-955-9995

**PRODUCT & SERVICES AGREEMENT**

This Product and Services Agreement (“Agreement”) is made between iLoka, Inc. dba NewCloud Networks on behalf of itself and its affiliates (collectively referred to herein as “NewCloud Networks” or “NCN”), with offices at 160 Inverness Drive West, Suite 100, Englewood, CO 80112 and “Customer” as identified below, and is effective as of the date this agreement is executed by NewCloud Networks (the “Effective Date”).

This document shall be construed as an offer to provide products and or services and shall not constitute a contract unless and until executed by NCN and Customer. The term of the Agreement shall begin when Customer’s service is activated and billing commences. NCN may cancel any negotiations herein in the event this Agreement is not executed by Customer and delivered to NCN on or before June 1, 2018.

<p><b><u>Service Address Information</u></b></p> <p>Customer <b>Logan County, Department of Human Services</b></p> <p>Service Address: <b>508 S. 10<sup>th</sup> Street</b>        City: <b>Sterling</b>        State: <b>CO</b>        Zip: <b>80751</b></p> <p>Service Contact Name: <b>David Troy</b>        Phone Number: <b>970-522-2194 x 306</b></p> <p>Service Fax Number:        Service E-mail Address: <b>david.troy@state.co.us</b></p> <p>Federal EIN or SSN:</p> <p>Nonprofit YES X NO        If yes, please provide tax exempt certificate</p>	<p><b><u>Billing Address Information</u></b></p> <p>Same as Service Address <input checked="" type="checkbox"/></p> <p>Billing Business Name:</p> <p>Billing Address:        Suite:        City:        State:        Zip:</p> <p>Billing Contact Name:        Billing Phone Number:        Billing Fax Number:        Billing E-mail Address:        :</p>																																				
<p>Products Purchased/Pricing:</p> <p>Products Purchased/Pricing:</p> <table border="0"> <tr> <td>15 SIP Trunks (over KCI fiber)</td> <td>\$ 344.85 / MO</td> </tr> <tr> <td>15 – CALC Charges</td> <td>INCLUDED</td> </tr> <tr> <td>3 – Blocks of 20 DID numbers</td> <td>\$ 9.00 / MO</td> </tr> <tr> <td>5000 Minute Bundle of Domestic LD</td> <td>\$ 100.00 / MO</td> </tr> </table> <p>Total Monthly Payment: <b>\$453.85</b></p> <p>Total Installation Charge: <b>\$0.00</b>        Term of Contract: <b>36 Months</b></p> <p>Sales Associate: <b>Joe Young and Steve Shriver</b></p>	15 SIP Trunks (over KCI fiber)	\$ 344.85 / MO	15 – CALC Charges	INCLUDED	3 – Blocks of 20 DID numbers	\$ 9.00 / MO	5000 Minute Bundle of Domestic LD	\$ 100.00 / MO	<table border="0"> <tr> <td>Telecom Installation</td> <td>NCN</td> <td>Other Vendor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Data Installation</td> <td>NCN</td> <td>Other Vendor</td> <td><input type="checkbox"/></td> </tr> <tr> <td>E-Mail Hosting</td> <td>Yes <input type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Website Hosting</td> <td>Yes <input type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Efax Service</td> <td>Qty</td> <td></td> <td></td> </tr> <tr> <td>Voice Mail Box</td> <td>Qty</td> <td></td> <td></td> </tr> <tr> <td>Additional IP Addresses</td> <td>Qty</td> <td></td> <td></td> </tr> </table>	Telecom Installation	NCN	Other Vendor	<input checked="" type="checkbox"/>	Data Installation	NCN	Other Vendor	<input type="checkbox"/>	E-Mail Hosting	Yes <input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Website Hosting	Yes <input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Efax Service	Qty			Voice Mail Box	Qty			Additional IP Addresses	Qty		
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<p>Special Instructions: Non-appropriations clause applies. This contract is a renewal of existing services.</p>	
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## TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** References in this Agreement to NCN include any operating subsidiaries. The services or some portions thereof are subject to Federal and/or State tariffs and as such this Agreement incorporates by reference (as if fully stated herein) the terms, conditions and other provisions of such tariffs, price lists and similar documents (including limitation of liability provisions) as they may be amended from time to time. This Product Services Agreement and the required addenda and Schedules A, B, and C establishes the terms and conditions upon which NCN agrees to provide the services to Customer. This Agreement sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral or written representations, offers or proposals made by NCN or its representatives. This Agreement also governs any additional services or changes Customer may order or request during the term of this Agreement.
2. **CUSTOMER DEPOSIT; PROVISION AND BILLING OF SERVICE.** At its sole discretion, NCN may at any time request a Customer Deposit prior to activation or during the provisioning of services. Such Customer Deposit will be refunded to Customer upon the expiration of this Agreement and settlement of all amounts due NCN. Services are generally billed on a monthly basis for a minimum period of one month. Usage charges and usage shortfall charges for services are billed in arrears. Most monthly recurring and non-recurring charges are billed in advance. Billed charges include applicable taxes and tax-related surcharges. By signing this Agreement you agree to allow NCN to do a credit check on your company.
3. **PAYMENT.** Full payment of any invoice is due within 30 days of invoice date. A monthly late payment fee of 1.5% (or lower if required by law) may be assessed for amounts unpaid commencing 30 days after receipt of invoice. Customer shall provide NCN with written notice within 60 days of any disputed charges appearing on the invoice. Customer agrees to pay all costs and expenses incurred by NCN in the collection of unpaid amounts, including without limitation, attorney fees and court costs, to the extent permitted by law.
4. **PRICING DISCOUNTS.** Any discounts on services are based upon the pricing set forth in the attached Service Schedules.
5. **MINIMUM MONTHLY REVENUE COMMITMENT.** Customer's minimum monthly revenue commitment is calculated on gross charges for actual services and includes monthly recurring charges, interstate, intrastate, international, inbound, outbound, switched, dedicated and calling card usage. The minimum monthly revenue commitment calculation excludes all other charges, including without limitation, government assessments, directory/operator assistance calls, and non-recurring charges. During the term of this Agreement, Customer shall be assessed a shortfall charge under the following circumstances: if, at the end of any month during the term of the Agreement, Customer fails to meet or exceed its minimum monthly revenue commitment as set forth herein, Customer shall be invoiced and be required to pay the difference.
6. **CUSTOMER SATISFACTION GUARANTEE.** Subject to the conditions listed below, if NCN is in material breach of its obligations regarding network quality or sales and service support, NCN will upon the Customer's written request, terminate this Agreement without liability for the early termination fee and make reimbursement to Customer for any change-over charges (up to a maximum of \$100) incurred by Customer in switching to NCN's service and in returning to Customer's previous carrier. Customer must satisfy the following conditions under this guarantee:
  - (1) NCN must receive written notice of the alleged material breach;
  - (2) The problem must be attributable to facilities or causes within NCN's reasonable control;
  - (3) NCN must be unable to cure the material breach to Customer's reasonable satisfaction within 15 days after receipt of the written notice;
  - (4) Customer's account must be current (i.e., no balance older than 30 days); and



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(5) The reimbursement for change-over charges only applies if NCN receives the written notice within the first 90 days of service. NCN must receive a copy of the previous carrier's bill showing the change-over charges.

7. **CREDIT FOR INTERRUPTION OF SERVICE.** If NCN determines in its sole discretion that service was interrupted for the cumulative duration of one (1) hour during a calendar month, for each effected T-1 service, the Customer is eligible to receive one (1) day credit multiplied for each full cumulative hour for the month in which service interruption occurred. Customer shall request a credit within 60 days of service interruption. The total credits applied to Customer's account shall not exceed fifteen (15) days in a calendar month. For purposes of calculating service credits, one (1) day credit is equal to 1/30 of the monthly recurring charge (MRC) for the effected service. No credit will be applied if the interruption is caused by (i) the negligence of the Customer; (ii) the failure of facilities of equipment provided by Customer or third party; (iii) NCN's inability to gain access to Customer's equipment and facilities; (iv) Customer's failure to release the service, when requested by NCN, to perform testing and maintenance; (v) an Event of Force Majeure as defined in Section 15.4; (vi) outages or service interruptions due to Customer premise failures; (vii) scheduled network maintenance; or (viii) emergency network maintenance. Customer understands that their accounts must not be delinquent and be in full compliance with the terms and conditions of this Agreement in order to receive service credits.

8. **NETWORK PERFORMANCE.** In the event Customer utilizes NCN provided T-1 services (dedicated, point-to-point or point-to-multipoint service connecting two (2) or more Customer designated NCN on-net locations) availability of service will be maintained at a minimum availability per month of 99.9% for an unprotected service and 99.95% for a protected service. Protected service shall be defined as a service that has network side electronics protection and a physical path which is diverse. Unprotected service is defined as service that has no electronics protection and is delivered on a linear path. Additionally, any service, which is routed through the Aggregation Node (i.e. point to multi point service), shall be considered Unprotected.

8.1 Mean Time to Restore ("MTTR"). MTTR shall be defined as the average time to restore a service outage, except for a service outage caused by an Event of Force Majeure, in a one-month period. NCN will use best efforts to ensure that MTTR does not exceed two (2) hours, excluding outages due to cable failures.

8.2 Cable Restoration. In the event of a service interruption that is due to cable failure, NCN shall use best efforts to begin cable restoration within two (2) hours after the faulty cable is identified. The cable shall be restored and the interruption shall be eliminated no later than eight (8) hours after failure.

9. **DEMARCATIION POINT.** Demarcation Point shall mean the point of interconnection between the local exchange carrier's facilities and the wiring and equipment at Customer's premises. Customer is responsible for completing all telecommunications wiring, including any and all costs associated therewith, from the Demarcation Point to Customer's equipment.

10. **TELECOMMUNICATIONS FACILITIES.** Services may, at NCN's sole option, be provided via telecommunications facilities owned by NCN, via telecommunications facilities leased from one or more other telecommunications carriers or via a combination of the forgoing, provided NCN's ability to provide such services is not materially impaired. Without limiting the generality of the foregoing, Customer authorizes NCN to convert services being provided solely through the facilities of one or more other carriers (i.e., resale services) to services being provided in whole or in part over NCN facilities (i.e., facilities-based services).

11. **NETWORK MAINTENANCE.** Planned network maintenance will be performed with no less than seven (7) calendar days notice given to Customer prior to maintenance. Emergency network maintenance will be performed as necessary and NCN will use best efforts to notify Customer where reasonable.





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12. **RELIATONE 4.** Rental agreement; at the end of the stipulated contract expiration, NCN will refresh the hardware, software and provide any upgrade as deemed necessary by NCN.

13. **TERM AND TERMINATION.**

13.1 This Agreement shall be effective when signed by Customer and an authorized NCN representative (the "Effective Date"). The term of this Agreement shall begin upon the notification and delivery of service, which is the date when the service(s) are provided to the customer and billing will commence, and continue for the duration of the term as set forth in this Agreement ("Original Term"). Upon expiration of the Original Term, the Customer may (i) renew the contract under the same price structure, terms and conditions or (ii) continue on a month-to-month basis under the current price structure which is 20% higher than the 36-month contract price (either a "Renewal Term"). Should either party decide not to enter into a Renewal Term, the party making such determination must provide at least 30 days advance written notice of its intent to terminate this Agreement.

13.2 Cancellation of Service. NCN will make reasonable efforts to provide Customer with the services ordered under this Agreement. However, there may be circumstances in which NCN may not be able to provide such services. Where NCN determines that it cannot provide the services to Customer efficiently or on the terms and conditions contemplated by this Agreement, NCN reserves the right to immediately cancel this Agreement without liability and without any further obligations. The Customer may cancel this order before installation and/or cutover at a reduced cancellation fee of \$1,500.00 per circuit.

13.3 NCN may suspend or terminate services in accordance with its normal business practices without liability and without waiving any other legal or equitable rights it may have. NCN reserves the right to declare Customer in breach of this Agreement if Customer's account is not paid on a current basis, Customer's qualifying monthly service is less than the agreed minimum monthly revenue commitment, or Customer fails to meet any other obligation contained in this Agreement. If, after the Effective Date, this Agreement is terminated by NCN for Customer's breach or by Customer other than under the Customer Satisfaction Guarantee, Customer shall upon demand by NCN pay an early termination fee which shall include:

(1) All unpaid non-recurring reasonable charges expended by the NCN to establish service to the Customer, including any installation charges which may have been waived by the NCN, provided the Customer has been notified of the waived charges and of the Customer's liability therefore on cancellation, plus;

(2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to a third party on behalf of Customer by NCN, plus;

(3) Customer will be billed an amount equal to the difference between the amount paid by the Customer at the time of cancellation and 100% of the remainder of the contract term and 50% of any subsequent renewal years.

13.4 Customer may terminate this Agreement without liability before the expiration date of the term if the Customer signs a new agreement with NCN for an equal or greater minimum monthly recurring charge and term commitment.

13.5 Upon termination of this Agreement for any reason, it is Customer's responsibility to switch to a new carrier. Customer shall be responsible for any and all outstanding charges owed to NCN at the effective date of termination, and Customer shall be liable for all charges incurred during the transition to a new carrier.



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14. **DISCLAIMER OF WARRANTIES.** NCN IS PROVIDING THE SERVICES TO CUSTOMER ON AN "AS IS" BASIS. NCN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AMONG OTHERS. CUSTOMER IS SOLELY RESPONSIBLE TO SELECT, USE AND DETERMINE THE SUITABILITY OF NCN SERVICES AND NCN SHALL HAVE NO LIABILITY FOR THAT SELECTION, USE OR SUITABILITY. NCN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NCN DOES NOT REPRESENT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVICES, AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES.

15. **LIMITATION OF LIABILITY; INDEMNIFICATION.** Customer's sole and exclusive remedy against NCN for all claims for damages of any nature arising or in any way related to this Agreement shall be limited to the lesser of (1) amounts paid to NCN under this Agreement or (2) refunds in an amount equal to the proportional monthly charges to Customer for the period service during which any event or action giving rise to any claim occurs.

15.1 NCN is not liable for any damages, including indirect, incidental, consequential, punitive or special damages relating to loss of data, profit, revenue or business or the loss, damage or destruction of any property, whether Customer, Customer's assignee or any other transferee suffer that loss or damage and whether or not NCN is informed in advance of the possibility of such loss or damage.

15.2 NCN shall not be liable for any losses or damages resulting from: (a) its provision of services to Customer; (b) any act or omission of Customer, those using the Customer's service or third party entities furnishing products used in connection with the services; or (c) the loss, destruction, or disclosure of Customer data resulting from the use of the services.

15.3 NCN's sole liability to you for any claims, losses or damages caused by the Services or equipment or otherwise under this Contract are limited as described in this Section 15. Customer agrees that these limitations are reasonable. Customer also acknowledges that without these limitations of liability, charges and fees under this Contract would be substantially higher. Customer further agrees that the limitations on NCN's liability in this Section 15 will apply in any action or proceeding against NCN, whether based in contract, tort (including negligence or strict liability) or under any statute, law, rule or otherwise.

15.4 Force Majeure. NCN will not be in breach of this Agreement or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction or any consequence thereof, caused in whole or in part by anything beyond NCN's reasonable control, including, without limitation, fire, earthquake, flood, weather, acts of God, public health emergency or pandemic, labor disputes, utility curtailments, power failures, cable cuts, failure caused by telecommunications or other Internet provider(s), worms, Trojan horses, viruses or other destructive code or software, explosions, civil disturbances, terrorism, vandalism, governmental actions or shortages of equipment or supplies (collectively, "Event of Force Majeure").

15.5 Indemnification. Customer shall defend and indemnify the NCN, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by an entity that is caused by, arises from, or relates to (1) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service and (2) representations regarding the nature of Customer's traffic and any use, operation or resale of Service by Customer in contravention of this Agreement, including without limitation, claims of libel, slander, unauthorized use of copyright or trademark by Customer or the business activities and practices of Customer arising from Customer's use of the Service.



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16. **CUSTOMER'S LIABILITY TO NCN.** To the extent Customer is the cause of any loss, damages, or liabilities to NCN, Customer agrees to reimburse, compensate and pay NCN for any losses, claims, damages, liabilities or penalties that NCN or any of our officers, directors, agents, successors or assigns may incur from Customer's use of the Services, except to the extent that any loss, damages or liabilities are caused by NCN's gross negligence or willful misconduct.

17. **CANCELLATION OF EXISTING PROVIDER'S SERVICES; TERMINATION CHARGES.** In selecting NCN's services, Customer understands that it may be canceling the services provided by its existing service provider and that NCN's services and features may differ from the services currently provided by its existing service provider. Customer further acknowledges that it may be assessed termination or other charges by its existing service provider based upon the terms and conditions that apply to such services. NCN shall have no responsibility for the payment of other carriers' termination or other charges and such charges shall be the sole responsibility of Customer.

18. **MODIFICATION.** This Agreement shall not be amended, changed, or modified except in writing executed by a representative of Customer and two (2) NCN representatives (one of whom must be a NCN officer).

19. **ASSIGNMENT.** This Agreement shall be binding on Customer and NewCloud Networks and their respective successors and assigns. This Agreement, however, is subject to immediate termination at the election of NCN in the event of any sale by Customer of all or substantially all of its assets or stock or any attempted assignment of this Agreement by Customer.

20. **CONTRACTING ENTITY AND GOVERNING LAW.** The legal entities bound by this Agreement shall be (a) NCN, (b) any local NCN local subsidiary where the services are being provided, or (c) a combination of the two. This Agreement shall be in all respects governed by and enforced in accordance with the laws of the state where the service are provided. Customer and NCN hereby agree that personal jurisdiction and venue for any action concerning this Agreement shall be in Denver, Colorado, and both parties consent to personal jurisdiction and venue in such location.

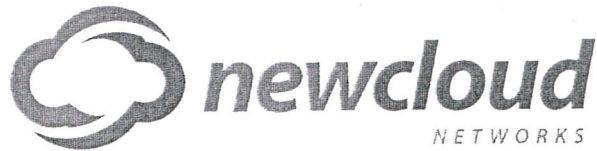
21. **AUTHORITY TO EXECUTE.** Customer represents that the person executing this Agreement on behalf of Customer is fully authorized to execute and deliver this Agreement on behalf of Customer.

22. **NOTICES.** All notice for the Customer Satisfaction Guarantee or termination of this Agreement must be sent to NCN's Customer Care Department at 160 Inverness Drive West, Suite 100, Englewood, CO 80112. Attention: Contract Administrator. All notices to NCN shall be sent by certified mail, return receipt requested, or by email to [support@newcloudnetworks.com](mailto:support@newcloudnetworks.com).

23. **NETWORK RESPONSIBILITY.** Please note that the Customer is responsible for the entire data network piece of the installation, including adequate bandwidth to support the Voice over IP traffic. Customer is also responsible for all network programming, network cabling, all network data equipment, including routers, switches and firewalls, etc. All routers and switches on the network must have Quality of Service (QOS) in order to give the voice traffic priority over the data traffic.

24. **ACCEPTABLE USE POLICY.** Failure to follow NCN's Acceptable Use Policy ("AUP") may result in disconnection of service and/or termination of service. The AUP can be found on NCN's web page at [www.newcloudnetworks.com](http://www.newcloudnetworks.com).

N/A If Customer is also leasing telecommunications equipment from NEC Financial Services, then, by checking and initialing this paragraph, Customer acknowledges that the charges for T1 services provided to Customer by NCN hereunder may be billed to Customer by NEC Financial Services together with its invoices to Customer for



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monthly rentals and other charges due under its lease(s) with Customer; and agrees that it will timely remit payment to NEC Financial Services for all T1 charges it invoices to Customer. Customer acknowledges that charges for T1 services are separate and apart from any sums it owes to NEC Financial Services for the lease of equipment and that NEC Financial Services will be billing and collecting such T1 charges for NCN. N/A (initial here)

Customer and NewCloud Networks understand and agree to the terms and conditions set forth in this Agreement:

I, Byron H. Pelton , fully understand that it is the responsibility of [CUSTOMER] , to ensure that all voice and data services are disconnected with our previous service providers following acceptance of new NewCloud Networks services.

NewCloud Networks

Customer: Logan County, Department of Human Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Byron H. Pelton

Title: \_\_\_\_\_

Title: Chairman, Board of County Commissioners

Date: \_\_\_\_\_

Date: September 18, 2018

The prices quoted above do not include any applicable Federal, State, City or other local taxes applied to telecommunications services.