

**REQUEST FOR PROPOSAL  
LEGISLATIVE AGENDA & VIDEO STREAMING  
SERVICES**

**RFP # 6823-18**



**SUBMITTAL DUE DATE**

**March 27, 2018**

**2:00 p.m.**

**BOULDER COUNTY PURCHASING**

**1325 PEARL STREET  
BOULDER, CO 80302**

**[Purchasing@bouldercounty.org](mailto:Purchasing@bouldercounty.org)**

## REQUEST FOR PROPOSAL

The challenges of a legislative agenda management process for local governments are well-known and well-documented: highly manual, paper-dependent with little automation, with many inputs and approvers that create inefficiencies and information inconsistencies.

### **Documentation Coordination**

The staff in the Boulder County Commissioners' Office currently uses a manual agenda process that includes:

- Creating agenda items from scratch in MS Word,
- Converting all files to PDFs,
- Organizing all supporting documents,
- Crafting multiple agendas,
- Obtaining approvals from staff and elected officials,
- Building agenda packets for county commissioners twice a week.

Agenda automation is anticipated to bring an opportunity to create greater efficiencies and improve collaboration among all county offices and departments. Additionally, an automated system is expected to enhance public service by implementing best practices and deepen our commitment to sustainable practices.

### **Video**

The Boulder County Commissioners' Office has utilized two software solutions since June 2003 to stream and archive audio and video content. Our current solution is a Silverlight-based product which limits public access to our live video feeds (i.e. webstreaming). We are looking to upgrade our capabilities to a high-definition, cloud-based solution that is not reliant on propriety viewing software and which accepts four (4) HDMI video inputs from cameras and multimedia outputs from the Commissioners' Hearing Room.

### **Agreement Expectations**

Boulder County seeks to enter into an agreement with a reputable, responsive, and experienced company. The agreement will be administered by Boulder County. The intent of Boulder County is to engage in a long-term solution and to **go live by June 2018**. Such proposing firms will be referred to hereafter as "Proposers."

### **Written Inquiries**

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 4:00 p.m. Mountain Time on **March 9, 2018**. A response from the County to all inquiries shall be posted and sent via email no later than 2:00 p.m. Mountain Time on **March 16, 2018**.

## **Submittal Instructions**

Submittals are due at the Administrative Services Information Desk **located at 1325 Pearl Street Boulder, CO 80302** or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on March 27, 2018.**

**Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**            [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP # 6823-18** in the subject line.

-OR-

**US Mail**        **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 6823-18**, to the **Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.**

All RFP responses must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

**Americans with Disabilities Act (ADA):** If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

## TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposal.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to insure that the proposal arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the Request for Proposal
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the Request for Proposal documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this Request for Proposal and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

**SPECIFICATIONS**

**RFP # 6823-18**

**LEGISLATIVE AGENDA & VIDEO STREAMING SERVICES**

**Solution Requirements**

The pages below describe Boulder County’s solution requirements for the proposed solution. Please use the following values to self-rate your solution to each requirement (see Vendor Self-Rating column).

<b>Rating</b>	<b>Self-Rate Standard</b>
4	Requirement is standard feature or service in the proposed solution and can be demonstrated by the vendor.
3	Feature is not currently included but will be available in a future release. Please indicate release date or time frame (e.g., mm/yyyy or in ‘nn’ months).
1	Feature is provided by a third party partnering arrangement. Indicate any preferred partner agreements.
0	Requirement cannot be met.

<b>A</b>	<b>Agenda Automation General Requirements</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
A1	Generate legislative agendas that are customizable for multiple boards. There are other agencies that we expect to use this solution long term. Examples include Planning Commission, Parks and Open Space, Board of Adjustment, Historic Preservation Advisory Board. Additionally, it is desired that we would be able to setup one-time events.		
A2	Provides for automatic routing of agenda items through workflow. The current county standard is DocuSign for up front routing. The current county standard for document archival/retrieval is FileNet. Given the substantial financial and human capital investment in these two platforms, we have a strong desire to continue use of DocuSign and FileNet if at all possible. Additionally, the county is exploring potential use of Adobe Sign for routing and Oracle Financials for ERP in the future: Please indicate any experience you have integrating with any of these Enterprise applications. Do you include and/or exploit application programming interfaces for any of the above?		
A3	Integrated e-signatures and initials at each stage of review and final approval.		
A4	Sufficient data storage to compile, store and track items for ease of archival and retrieval. Fully searchable legislative database. Current video, audio, and text content is approximately 500GB. The latest video configuration captures hi-res content and we are consuming about 200GB per year.		
A5	The solution will allow Boulder County to include the hosted material (video, audio, text) as a frame within the existing Boulder County website (www.BoulderCounty.org). Our public facing webpage is <a href="https://www.bouldercounty.org/government/public-meetings/hearings-and-records/">https://www.bouldercounty.org/government/public-meetings/hearings-and-records/</a> with links to our video archive at: <a href="http://bouldercountyco.suiteonemedia.com/web/home.aspx">http://bouldercountyco.suiteonemedia.com/web/home.aspx</a>		

A	Agenda Automation General Requirements	Vendor Self-rating	Vendor Response
A6	Configurable document templates and field descriptors.		
A7	Microsoft Office integration to create items and easily import files, charts, and graphs as supporting documents. Ability to insert items as function of Agenda creation but also after hearing complete and edited version added or replacing existing items.		
A8	Ability for county commissioners to make personal notes on individual agenda items and to be able to collaborate on supporting documents.		
A9	Agenda generation allows for last-minute changes by agenda administrators. The expectation is that there will be a set of about 50+/- county "requestors" that can submit agenda items up to 1 week before a scheduled event. This will result in "draft" agenda that will be published. In certain cases, agenda items could change up until 24 hours prior to the event when a "final" agenda is created and published. There still could be last minute changes and system administrators (only) would be able make these.		
A10	Concurrent or sequential approval for review of agenda items.		
A11	Auto populate fields and spellcheck		
A12	Provides web-based access from standard web browsers (i.e. Internet Explorer 9.0 or higher.) Must support all key web browsers such as Chrome, Safari, MS Internet Explorer, Edge, Firefox, including mobile devices at the current version and two versions back at the time of deployment.		
A13	Boulder County branded web portal.		
B	Internal User Functionality	Vendor Self-rating	Vendor Response
B1	Provides requestors the ability to submit agenda items. We envision a tiered user configuration with (a) the public viewing live streaming and accessing the agenda archive, (b) board members participating in hearings, (c) 50+/- agenda item requestors, (d) 6-8 application users - actually running A/V capture for a given hearing (e) 1-2 application administrators.		
B2	Ability for the requestor to submit attachments at initiation.		
B3	Ability for requestor to attach additional documents subsequent to initiation to add a file or other supporting document.		
B4	Allows requestors to delete requests from draft agendas before established cutoff dates.		
B5	Provide a dashboard to examine status of agenda items as agendas are being created. For example, anyone submitting a request for adding an agenda item could see where their request was in the process.		
B6	Intuitive graphic user interface (i.e., front-end consumer friendly display)		
B7	Requestors can receive a confirmation that requested item has been added to the final agenda.		

<b>B</b>	<b>Internal User Functionality</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
B8	Capability for system administrators to create custom fields and searchable meta tags.		
B9	Ability to upload documents without size limitations.		
B10	Ability for originators to assign one or multiple departments. This is mainly for notification and hearing inclusion. A grant submittal, for example, may be an agenda item and the grant spans multiple departments. The desire would be for there to be a way to indicate this and include all involved as part of the process.		
<b>C</b>	<b>Analytics</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
C1	Capability to generate both standard (“canned”) and ad-hoc (custom) reports as well as ability to move data to Microsoft Office and Adobe-based products.		
C2	Capability to generate reporting on requestors, number of requests in total by requestor, department, division, total number of attachments, and the like.		
C3	Ability to search by fields in document request form.		
<b>D</b>	<b>Systems Operations, Support and Maintenance</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
D1	Provide the ability to monitor health of systems and processes and functionality. It is expected that we would have a real-time indicator that video streaming is active during a given hearing. Similarly, we'd expect some indication that video archiving is occurring and that the internet is active.		
D2	Provides date/time-stamped audit trail of all actions.		
D3	Provides methods to retrieve, query, and report against archived data		
D4	System upgrades (troubleshoot, upgrades, patches, etc.) provided on a timely basis with appropriate release notes and notifications. Provider allows for alerting of system downtime and maintenance.		
D5	System maintenance can be performed with minimal disruption in productivity. Please explain your process for patching, upgrades and any new releases of your platform. Do you provide a development environment where we can test impact to our operation, publish any process changes, conduct limited user training, etc. prior to pushing new code to production servers? We expect a detailed release plan so that we can properly prepare for any potential user impact. Do we have the option to refuse any given release?		
D6	How many support centers do you have and where are they located.		
D7	Are onsite or live online trainings available? Provide costs for each option.		
D8	Availability of train-the-trainer sessions for system administrators.		
D9	Availability of ongoing online training for front end users such as online access to video tutorials and best practice guides with index search capabilities.		
D10	Describe the timing and delivery of system administration manuals and how you keep documentation up-to-date.		

<b>E</b>	<b>System Administration and Performance</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
E1	Provides full system administration functionality (i.e. establishment of user profiles and access) and ability to have role based system administration.		
E2	Supports concurrent user access for a minimum of 50 users (i.e. requestors) with the ability to scale. Please explain your licensing model as it relates to user administration: We would have an unlimited number of potential public viewers of agenda video and artifacts, a varying number of board hearing participants, about 50 agenda item submitters, 8 application users conducting meetings and 2 system administrators (see B1.) Are "seats" licensed in the SaaS model? If so, are the seats concurrent or named.		
E3	Supports de-activation and re-activation of user accounts and roles.		
E4	Allows Commissioners' Office staff to view audit logs for all requests, changes, deletions, and additions.		
E5	Provides Commissioners' Office staff with super user account.		
<b>F</b>	<b>Software as a Service Solution (SaaS)</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
F1	Describe your procedures for providing your customers advance notification of major upgrades or system changes.		
F2	If data centers are physically secured, explain the method/technology used.		
F3	Please detail data center and security certifications held by your company, specifically certification title, description, issuing organization, frequency of renewal, most recent issue date of the certification. What, if any, compliance certificates does your hosting environment have (HIPPA and CJIS, for example)?		
F4	Has your company experienced any breach in data center, network, database, and/or application security in the past three years? If yes, please describe each incident date, nature of incident, vendor's response, customer communication and result.		
F5	Describe your process and procedures for segregating customer data at rest. How would our data be compartmentalized from other tenant clients?		
F6	What change management processes are implemented to protect Boulder County data and system availability?		
F7	What configuration management processes are implemented to protect Boulder County data and system availability?		
F8	Please describe your internal and external audit processes related to data security and operational integrity? What do you allow for in terms of the County conducting up to annual audits?		
F9	In addition to user IDs and passwords, describe the standards you use and other methods you use to authenticate users, e.g. Active Directory, certificates and tokens. Do you support single sign-on? Are strong passwords required?		
F10	Please explain your method for ensuring user satisfaction. What are your customer satisfaction and retention rates?		



<b>G</b>	<b>Software Release Process</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
G1	What is your frequency and process for new software upgrades / releases, e.g. planning, scheduling, Notification, distribution/ implementation? What latitude do your customers have regarding adoption of the upgrades or changes?		
G2	Please provide a summary timeline of software releases and upgrades for the past three years, i.e. month, date, release or upgrade indicator and summary description of the change. When/How are release notes delivered? What is our test and process documentation change window? Do we have user acceptance rights?		
G3	Describe how software patches, upgrades and major releases are distributed to your customers for any non-browser client installation, e.g. auto-upgrade at log-in, Microsoft Software Installer, etc. Please explain any potential thin/thick client applications, if applicable. We have a strong preference for the agenda automation and public viewer to be purely web based. It is understood that there will likely be a local application for managing video, audio and agenda document tagging.		
G4	What is your expected software release schedule for the next two years – Frequency/ dates and content?		
G5	What software upgrades are not included in the maintenance costs? What are the time and costs to Boulder County for implementing those upgrades?		
<b>H</b>	<b>User Functionality</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
H1	Ability for easy viewing of video archives and live viewing (web stream) across: (a) Operating Systems (Windows and Mac OS), (b) browsers (Chrome, Safari, Firefox, Edge, IE, etc.), and (c) mobile devices (Apple /iOS, Google/android.)		
H2	Ability to send out a bookmarked link that goes directly to a specific document or a particular spot in a video.		
H3	Provide for easy/intuitive use for the end consumer and for back-end operators.		
H4	Ability to run optimally on desktops/laptops and mobile devices.		
H5	Ability to separate meeting/agenda categories. Please explain how we could categorize meetings by agency and/or topic. Ideally there would be a way to slice out different content collections for different publishing needs. For example, can a user filter out all content to just see County Commissioner meetings? Could our Parks and Open Space department, for example, publish a framed window of just their meeting archive? Please explain your content filtering and potential "sub-portal" possibilities.		
H6	Capability to download a video from the back-end of the system by administrative users as there may be times we want to use raw footage.		
H7	Front-end/customer friendly interface.		
H8	System should be quick and agile and be adaptive to new technology and changes in the way people consume/access information.		

I	Web Streaming Solution General Requirements	Vendor Self-rating	Vendor Response
I1	System allows for local encoding computer to accept an audio feed and a minimum of four (4) separate HDMI video inputs.		
I2	Have ability to switch between video sources, currently accomplished via Wirecast, and provide HDMI video output to local video monitors in use in hallways to accommodate citizen overflow to see & hear proceedings. We will need to feed video in parallel video feed to a Blackmagic Intensity Pro 4k video card, currently installed on our encoder, whose HDMI output feeds a video splitter that is displayed on 2 overflow monitors outside of the hearing room.		
I3	Preference will be given to systems whose local PC encoder can incorporate a four (4) input video capture card and whose streaming solution software can recognize a virtual camera out from Wirecast software installed on the same computer. The encoder should additionally house an output graphics card (HDMI out) to provide the local video signal streamed separately from Wirecast at 720p resolution or higher. Alternative hardware video switching solutions external to the encoding computer will be considered, but please include specifications and costs for the solution being proposed. Current video sources: 3 PTZ cameras and a video capture from the hearing room presentation laptop; Magewell Pro Capture Quad-HDMI video capture card providing 4x HDMI video source input.		
I4	Ability to accept an 1/8" mini audio from Hearing Room digital sound processing system. Please explain how your application captures audio and how that is synchronized with video.		
I5	Ability to serve live and archived audio and video to the public at 720p resolution or higher.		
I6	Archived minutes containing links to specific points in time of the recorded video.		
I7	Provide business and after hours technical phone support to county staff operating system during day and night meetings. Please provide your service level agreement, escalation processes and any support portal details.		
I8	Provide a list of at least five current clients incorporating multi-camera input switching with your streaming software along with technical contact information from those references.		
I9	Local storage of archived audio/video media in a common non-proprietary video format, in addition to vendor's cloud storage. In other words, we expect automated real-time port of video to local storage. Our expectation is that this would be the fallback in the event of internet outage. We will need verification that we can continue conducting any hearing with uninterrupted A/V capture despite the health of the internet.		
I10	Provide estimate of cost to convert existing video/audio archives with their linked, time-stamped HTML meeting minutes. Current estimate is a need to convert about 500GB of video, audio and data. Please provide details on how this could be accomplished (via templates, for example) in addition to cost/time associated for you to perform the conversion. This archival conversion is not required for go live and we may opt to convert with internal resources. Still, we need to know if/how this could be accommodated. The existing archive can be seen at <a href="http://bouldercountyco.suiteonemedia.com/web/home.aspx">http://bouldercountyco.suiteonemedia.com/web/home.aspx</a>		

<b>J</b>	<b>Not required but features desired</b>	<b>Vendor Self-rating</b>	<b>Vendor Response</b>
J1	Capability to incorporate graphics (e.g. Boulder County logo) onto templates		
J2	Ability to send reminders to speakers due to present on items for discussion.		
J3	Mobile/tablet version of website to allow easy access and use of site; automatic recognition and redirect to mobile/tablet version.		
J4	Describe your Boards & Commissions module for recruiting, on-boarding, reporting and managing board members, if applicable. Please provide pricing structure.		
J5	Please explain any features, capabilities and integration your application supports for social media information sharing.		
J6	Please explain your civic engagement module, if available. We currently deploy a PC/hosted application to allow for public speakers to request time to speak at given hearings. The software slots speakers, displays their speaking order and displays countdown timer.		
J7	Please explain possible video capture for hearings held outside of hearing room that has our built-in video capture capability. In other words, could a laptop or other remote video capture platform be used in conjunction with your software? Could multiple hearings be run concurrently.		
J8	Allow potential hearing attendees to be able to simply add certain meetings to their Microsoft Outlook calendar.		
J9	Please explain how we may be able to view certain items (notes or attachments) internally without necessarily displaying them to the public. We are obligated to provide access/delivery of any “work product” for open records and freedom of information requests.		

## INFORMATION TECHNOLOGY REQUIREMENTS AND INFORMATION REQUESTS

Boulder County currently supports a wide range of external web sites and applications. We have approximately 2000 PC users and 400 plus production servers running; VMware, Linux, MS Windows Server, Windows 7 and 10. We support 300 plus Oracle and MS SQL databases. SharePoint, .Net, and Microsoft IIS 7 is our primary web platform. We use MimeCast for our spam control and gateway antivirus, Trend Micro for virus protection and malware for servers and clients. For internet browsing filter we have Checkpoint. We have Checkpoint firewalls, and A-10 Web Application firewalls. Our network devices and IP telephony are Cisco products. In the majority of our buildings we have wireless access both internal and a guest network with over 300 wireless access points. We have diverse internet connections. Our back office is Microsoft Exchange, AD, DNS, DHCP, etc.... We support over 200 third party applications and numerous in-house developed applications; Rightfax, Zix Secure email. We also have several cloud applications.

Products that will live within the Boulder County environment need to run on Windows 10, support Server 2012 R2, have directory/user integration with LDAP, and utilize SQL if there is a database component, and integrate with Exchange if there is a need for email integration.

This section includes specific information technology requirements for our Sheriff's Civil solution. Following the information technology requirements is a sub-section of technology information requests.

### 1. INFORMATION TECHNOLOGY REQUIREMENTS

The preceding pages describe Boulder County's information technology requirements for the proposed solution. The vendor should use the following values to self-rate its solution's match with each requirement (see *Vendor Self-Rating* column).

Rating	Meaning
4	Requirement is standard feature or service in the proposed solution and can be demonstrated by the vendor.
3	Feature is not currently included but will be available in a future release. Please indicate release date or time frame (e.g., mm/yyyy or in 'nn' months).
1	Feature is provided by a third party partnering arrangement. Indicate any preferred partner agreements.
0	Requirement cannot be met.

Ref #	1. Information Technology Requirements	Vendor Self-rating	Vendor Response								
1	<p>The vendor will staff the following implementation roles and operational roles as appropriate to the proposed solution:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Project management administration</td> <td style="width: 50%;">Database</td> </tr> <tr> <td>System administration</td> <td>Application</td> </tr> <tr> <td>Software development</td> <td>Data conversion</td> </tr> <tr> <td>Testing lead</td> <td>Testing Analyst</td> </tr> </table>	Project management administration	Database	System administration	Application	Software development	Data conversion	Testing lead	Testing Analyst		
Project management administration	Database										
System administration	Application										
Software development	Data conversion										
Testing lead	Testing Analyst										
2	<p>During Implementation, the Vendor will provide a weekly progress report that includes, but is not limited to, the following information:</p> <ul style="list-style-type: none"> <li>• Progress against plan Milestones</li> <li>• Accomplishments current period (major activities/milestones)</li> <li>• Plans for next period (major activities/milestones)</li> <li>• Summary of risks and mitigation activities, especially those with schedule, resource and / or cost implications</li> <li>• Summary of issues, impacts and resolution strategy, especially those with schedule, resource and / or cost implications</li> <li>• Change Management Activity</li> </ul>										
3	<p>The vendor will provide all data conversion services except for subject matter expertise related to Boulder County legacy system data and processing.</p>										
4	<p>The vendor will provide data interface development, testing and implementation services except for subject matter expertise related to Boulder County legacy system data and processing.</p>										
5	<p>The vendor will provide Boulder County with a copy of the source code for the application or will escrow the source code in the event of the dissolution of the company; and the vendor will keep the software copy / escrow current as patches and new software releases / upgrades are published.</p>										

6	The Vendor will provide system administration documentation for IT and user documentation for end users as appropriate to the proposed solution		
7	The Vendor will provide complete data dictionary and entity relationship diagrams, including system tables		
8	The proposed solution is compatible with IE7 and IE8 browsers.		
9	The proposed solution is compatible with Microsoft Windows 10, Microsoft Office 2016 and Microsoft Office 365.		
10	The solution does not rely on proprietary components, e.g. database, reporting tools or other components that are not readily available as commercial off-the-shelf software.		
11	The solution uses Active Directory (or LDAP) for authentication.		
12	If the solution does not provide for single sign-on via Active Directory (or LDAP), the solution allows for configurable password characteristics including minimum length, type of characters permissible, length of time before the password must be changed, password re-use restrictions - compliant with Boulder County Information Technology policy		
13	If the solution does not provide for single sign-on via Active Directory (or LDAP), each user will be assigned a unique user ID, although users may have multiple roles; no shared logins.		
14	The solution allows disabling of user IDs after a configurable period of inactivity		
15	The solution allows the User ID's access to be disabled after a configurable number of unsuccessful logon attempts		
16	The solution allows for automated password reset and allows users to change their password.		
17	The solution allows the application server to be time-synchronized to a known source, e.g. NTP, NIST		
18	The solution allows automated, scheduled backup, archiving and recovery processes		

19	The solution allows user-configured business rules to be defined and validated in a test environment and then allow for promotion to production environment with an indication of when the rule(s) should take effect.		
20	For software-as-a-service solution, the vendor will contractually commit to compliance with federal, state and Boulder County data privacy regulations and policies.		
21	For software-as-a-service solution, Boulder County users will access the vendor-hosted application via the secure Boulder County network.		
22	For software-as-a-service solution, the vendor will contractually commit to allowing Boulder County staff or a third-party to periodically verify that the required data security and operational integrity controls are in place		

## 2. TECHNOLOGY INFORMATION REQUESTS

The following pages detail our requests for information for technology-related features that are important to our evaluation of your proposed solution. These requests for information are organized in the following sections:

1. General Technology
2. Software as a Service Solution
3. Boulder County Hosted Solution
4. Services Oriented Architecture (SOA)
5. Software Release Process
6. System Support, Maintenance and Warranty
7. Security Management

<b>Ref#</b>	<b>1. General Technology Information Request</b>	<b>Vendor Response</b>
23	Define your system architecture, as well as hardware and other software requirements; provide a schematic diagram of the proposed system architecture, including a test environment configuration.	
24	What network operating systems are supported?	
25	Is your solution fully 32 or 64 bit compliant? Please explain.	

<b>Ref#</b>	<b>1. General Technology Information Request</b>	<b>Vendor Response</b>
26	What internet browsers and versions are supported?	
27	Describe your security architecture, including any significant failures, breaches or issues encountered in the last three years.	
28	Do users need administrative rights on the client machines to install any of your solution components? If so, please elaborate.	
29	What are the network bandwidth requirements for your proposed solution, e.g. site-to-site, etc.?	
30	What are the vendor-recommended client machine requirements, including hardware specifications, operating software and other third party components?	
31	How many concurrent users can your product support?	
32	Describe how your organization provides periodic system performance evaluations for installed applications. How frequently are these evaluations performed?	
33	Describe your data archival and retention approach, and corresponding technology components, tools and features. Please explain if your solution has ever been linked to FileNet via API or other means. Boulder County commissioners have a policy of retaining work product in to perpetuity.	

<b>Ref#</b>	<b>2. General Technology Information Request</b>	<b>Vendor Response</b>
34	Describe your software development process, e.g. methodology, reviews, testing and quality assurance. What is the test process for major releases? Do you provide data conversion modules if database changes require conversion?	
35	Will Boulder County be expected to perform any software development work to support implementation? If yes, please describe.	



Ref#	2. General Technology Information Request	Vendor Response
36	Is a 3rd-party reporting tool required or recommended? If yes, please identify the specific product and version.	
37	How does your company stay current with technology?	
38	What are your company's policies and processes that insure the software meets and accommodates changes to Colorado regulatory and statutory requirements? e.g. Colorado Revised Statutes (CRS).	
39	What are your company's policies and processes that insure the software meets and accommodates changes to federal regulatory and statutory requirements? e.g. IRS	
40	Will Boulder County be charged for required statutory changes? If yes, please elaborate.	
41	Who are your technical partners?	
42	Describe your process and timelines for compliance with new state and federal regulations and statutes.	
43	Provide a summary of Environmental Sustainability initiatives and / or actions your firm has taken in the last five years including a brief description of the purpose and result of each, e.g. product longevity, software and deployment optimization, power management, materials recycling, telecommuting, education, etc.	
44	Provide a summary of Environmental Sustainability initiatives and / or actions your firm has planned for the future with a brief description of the target time frames and purpose of each.	
45	Describe any 'green computing' certifications your firm has achieved related to the solution proposed for Boulder County, e.g.	
46	Describe any sustainability and / or 'green computing' awards your firm has received.	

Ref#	3. Software as a Service	Vendor Response
47	<p>What are your experiences as a SaaS provider? e.g. Number of clients; Longest and average time providing services to a client; largest and average client size, client industries, etc.</p>	
48	<p>In the event your company is acquired or ceases operation, what is the procedure and timeframe for returning Boulder County's data and in what format would the County's data be returned?</p>	
49	<p>Describe your procedures for providing your customers advance notification of major upgrades or system changes. What process do you use to schedule implementation of the upgrades or changes to minimize operational disruption?</p>	
50	<p>If data centers are physically secured, explain the method / technology used.</p>	
51	<p>Please detail data center and security certifications held by your company, specifically certification title, description, issuing organization, frequency of renewal, most recent issue date of the certification.</p>	
52	<p>Has your company experienced any breach in data center, network, database and / or application security in the past three years? If yes, please describe each incident – date, nature of the incident, vendor's response, customer communications and result.</p>	
53	<p>Describe how you monitor network usage and your procedure for increasing and / or allocating network resources to meet increased usage.</p>	
54	<p>What are your proposed operational Service Level standards? How do you monitor Service Levels and how often to you report Service Level results to customers?</p>	
55	<p>What are the results of your Service Level Standards for the past two years, i.e. lowest, highest and average per metric?</p>	

Ref#	3. Software as a Service	Vendor Response
56	In the past 3 years, have you reimbursed any customer(s) due to failure to meet contractual Service Levels? If yes, what was the amount and date of your last incident?	
57	What is the expected average downtime per week for Vendor-controlled reasons, e.g. backups, patches, upgrades, etc.?	
58	What business continuity procedures and policies are implemented to protect Boulder County data, including data back-up and recovery? Where does your backup data reside?	
59	Please provide the dates of your last business continuity / disaster recovery tests and the results of each test; also provide data recovery turn-around time standards.	
60	Please provide information on the hiring and oversight of privileged administrators, and the controls over their access to customer data.	
61	Describe your process and procedures for segregating customer data at rest.	
62	What change management processes are implemented to protect Boulder County data and system availability?	
63	What configuration management processes are implemented to protect Boulder County data and system availability?	
64	Please describe your internal and external audit processes related to data security and operational integrity.	
65	What encryption methods are provided within the application in order to encrypt data across non-secure portions of a network? If your application does not provide application-level encryption, explain how you will accomplish this and any requirements for Boulder County necessary to implement the solution.	
66	Describe your process / methods for encrypting data in transit to protect it from being read or modified as it traverses external networks. Also describe any standard protocols and / or algorithms you leverage, e.g., TLS and IPsec, AES.	

<b>Ref#</b>	<b>3. Software as a Service</b>	<b>Vendor Response</b>
67	If you use encryption as a data security method, provide information regarding the design and testing of the encryption schemes / methods.	
68	Does your application allow for any data deletion by end-users? If so, describe what happens to the deleted data?	
69	In addition to user IDs and passwords, describe the standards you use and other methods you use to you authenticate users, e.g. LDAP, certificates and tokens.	

<b>Ref#</b>	<b>4. Boulder County Hosted Solution</b>	<b>Vendor Response</b>
70	What are the vendor-recommended hardware server specifications?	
71	Is the application supported under VMware, version 4.x? If yes, how many customers are currently running VMware? Does the server need to be pinned?	
72	Can the application be installed and maintained using Remote Desktop Services?	
73	What are the vendor-recommended application server requirements, i.e., Operating System and other software? Versions?	
74	What database server software is recommended to implement your application, including freeware, printer drivers, etc.? Versions? If there are multiple database options, what is the vendor- recommended database platform and version for your solution? What percent of your current customer base operates on the recommended database?	
75	Does your proposed solution provide necessary licensing for third party software, including database software, or do you expect Boulder County to provide the licenses?	
76	Explain the delivered capabilities / tools for a system administrator to monitor and manage solution components.	
77	Are there any built-in activity logs generated by the application? If yes, does your application provide alerts to system administrators when logs are reaching size thresholds? Can your application control the percentage at which the system log full warnings are given?	

Ref#	4. Boulder County Hosted Solution	Vendor Response
78	Do you provide developer release notes and updated user documentation / notes with each software release?	
79	What is your recommended method for vendor remote access to the system housed within the Boulder County network?	

Ref#	5. Services Oriented Architecture (SOA)	Vendor Response
80	What are your web services standards (e.g. WSDL, XML, SOAP, UDDI)?	
81	Describe the methods used to integrate your web services with other systems / applications, e.g., flat files, web services, etc.	
82	List and describe all available web services with your product, which Boulder County systems or citizens can consume.	
83	Describe web services API available with your product for integration	
84	Describe any other web services / APIs available with your product	

Ref#	6. Software Release Process	Vendor Response
85	What is your frequency and process for new software upgrades / releases, e.g. planning, scheduling, notification, distribution / implementation? What latitude do your customers have regarding adoption of the upgrades or changes?	
86	Please provide a summary timeline of software releases and upgrades for the past 3 years, i.e. month, date, release or upgrade indicator and summary description of the change	
87	How many software patches have you released for the software version proposed in the past 12 calendar months?	
88	What software upgrades are included in the maintenance costs?	
89	What is the estimated average time and cost to your customers associated with implementing a new software upgrade / release?	
90	Describe how software patches, upgrades and major releases are distributed to your customers for installation, e.g. auto-upgrade at log-in, Boulder County MSI build, etc.	
91	What is your expected software release schedule for the next two years – frequency / dates and content?	

<b>Ref#</b>	<b>6. Software Release Process</b>	<b>Vendor Response</b>
92	What software upgrades are not included in the maintenance costs? What are the time and costs to Boulder County for implementing those upgrades?	

<b>Ref#</b>	<b>7. System Support, Warranty &amp; Maintenance</b>	<b>Vendor Response</b>
93	How many support centers do you have and where are they located? What are your support hours and Boulder County options for issue prioritization and escalation?	
94	What is the average experience level and average length of service of your service and support staff?	
95	What technologies do you take advantage of to run your support organization?	
96	Describe the warranty that comes with the purchased system. When does the warranty begin and end? Please specify any potential differences between warranty for hardware vs. software modules. What is your replacement cycle for any Boulder County required hardware? For locally hosted equipment, how do you ensure redundancy or equipment swapping in the event of failure?	
97	Detail the process for response to calls for service during the warranty period.	
98	What are the hours of support, expected response time for calls for service, and escalation process for unresolved problems during the warranty period?	
99	Will Boulder County have a specific vendor technical point of contact during the warranty period?	
100	Describe the maintenance contract that comes with the purchased system. Please specify any potential differences between maintenance for hardware vs. software modules.	
101	Detail the process for response to calls for service under the maintenance contract.	
102	Do your support personnel typically interact with your customer's information technology personnel or end-user personnel?	
103	Describe Boulder County and Vendor roles and responsibilities for on-going support.	
104	Describe recommended staff size and skillsets for Boulder County to perform the on-going support roles and responsibilities.	

<b>Ref#</b>	<b>7. System Support, Warranty &amp; Maintenance</b>	<b>Vendor Response</b>
105	What is the expected product lifetime, i.e. before an application upgrade requires changes to the hardware, OS, database application, etc.?	
106	Boulder County expects that the proposed system will respond to all on- line queries within an average of three (3) seconds or less, 95% of the time. Hardware proposed should be adequate to reach that goal. Please state any assumptions and factors that will guarantee the system response times and the methodology for performance measurement used to guarantee the required performance.	
107	Describe on-going end user support offerings such as Users' Groups, release training, etc.	
108	Describe the timing and delivery of system administration manuals and how you keep this documentation up-to-date.	
109	Describe the timing and delivery of database ERDs and data dictionaries and how you keep this documentation up-to-date.	
110	Describe the timing and delivery of diagrams and associated documentation describing the technical solution (including servers, network, client machine configuration and connectivity). How do you address changes to this documentation?	
111	Describe the timing and delivery of user reference manuals and/or online help and how you keep this documentation up-to-date.	

<b>Ref#</b>	<b>8. Application Security Management</b>	<b>Vendor Response</b>
112	Does your application require DBA or SA rights be granted?	
113	Does your application require authentication for access to data?	
114	Can administrative login(s) to application have strong passwords?	
115	Does application provide "anonymous" access?	
116	Can the application force a password change at the first login?	
117	Does the application allow for multiple logons for the same user at the same time?	

Ref#	8. Application Security Management	Vendor Response
118	Does the application maintain and control password history?	
119	List built-in user IDs and their privileges.	
120	Is sensitive application data encrypted at rest? In transit?	
121	Are user credentials encrypted at rest? In transit?	
122	What encryption methods are used?	
123	Are encryption keys securely stored?	
124	Are the cryptographic modules FIPS-140 compliant using the National Institute of Standards and Technology's FIPS 140-1 and FIPS 140-2 Vendor List at <a href="http://csrc.nist.gov/cryptval/">http://csrc.nist.gov/cryptval/</a> ?	
125	Is the connection to database encrypted?	
126	Are database users provisioned appropriately, e.g. multiple users used for different roles, strong passwords for all users?	
127	Does the application log contain credentials (passwords, etc.)?	
128	Does the application provide centralized logging support, such as logging to syslog, included in the application?	
129	Can application warn an administrator when the audit records are near full?	
130	What system privileges are necessary for the application to run? Detail whether the application runs only with those privileges needed to operate.	
131	Does your application include any configuration files in clear text used for authentication, e.g. clear text passwords?	
132	Can the application display message(s) upon user logon? e.g. Use of the application constitutes the user's consent to monitoring; Use of the application is limited to Boulder County business only; Unauthorized use is subject to criminal prosecution	
133	Does the application clean up authenticated sessions after log out?	



Ref#	8. Application Security Management	Vendor Response
134	Describe how the application would address each of the following security-related events. Please note whether the application logs detail such as user and process IDs causing the event and timestamps. <ul style="list-style-type: none"> <li>a. Success or failure of attempt to access security file</li> <li>b. Success or failure of event</li> <li>c. Seriousness of event violation</li> <li>d. Success or failure of login attempts</li> <li>e. Denial of access resulting from excessive number of failed login attempts</li> <li>f. Blocking or blacklisting of a User ID, terminal, or access port and reason for the action</li> <li>g. Activities that might modify, bypass or negate security safeguards controlled by the application</li> </ul>	
135	Does the application have the ability to log changes to user privileges and to log access to sensitive data in an individually identifiable way?	
136	If the solution is web-based, describe your Web Application firewall configuration and features.	

### 3. IMPLEMENTATION STRATEGY

The following pages detail our requests for information related to your implementation strategy that are important to our evaluation of your proposed solution.

Ref#	Implementation Strategy Information Request	Vendor Response
137	How long is a typical solution implementation for the components you propose? Please identify major variables to the duration.	
138	Describe implementation approaches you've successfully executed with large customers that have multiple organizations, multiple legacy processes and applications.	
139	Describe your proposed project management structure and organization for the implementation effort.	
140	Describe your method and approach related to project communications, e.g. content, frequency, media, audience	

Ref#	Implementation Strategy Information Request	Vendor Response
141	Describe your experience level with project management, e.g. project size, customer industries, scope	
142	How do you scope, assign resources, build the Work Breakdown Structure (WBS), estimate project duration and measure progress?	
143	Do your proposed project managers have PMI Project Management Professional (PMP) certifications?	
144	Describe methods for controlling, monitoring and managing: <ul style="list-style-type: none"> <li>a. Change management</li> <li>b. Issues escalation</li> <li>c. Risks</li> <li>d. Quality control</li> <li>e. Schedule</li> <li>f. Resource availability</li> <li>g. Integration</li> </ul>	
145	Describe what roles, responsibilities and team structure will be provided by the Vendor.	
146	Are all of the resources proposed in the vendor's solution currently on staff and available for this implementation?	
147	What is your estimate of the number of Boulder County resources needed to support implementation, by general skill set?	
148	Describe how existing history data is extracted and imported to your system at conversion, including use of any 3 <sup>rd</sup> party or proprietary ETL tools.	
149	Describe your method for managing user acceptance of the final solution.	
150	Describe your process for managing issues identified during implementation, e.g. components failing to meet specifications documented in the RFP or contract.	
151	Describe the steps and timing of transition from user acceptance to warranty period.	
152	Provide a listing of documentation delivered with your proposed solution, i.e. title, audience, format	

## **INSURANCE AND W-9 REQUIREMENTS**

**RFP # 6823-18**

### **LEGISLATIVE AGENDA & VIDEO STREAMING SERVICES**

#### **INSURANCE REQUIREMENTS**

<b>General Liability</b>	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
	\$2,000,000 Products Completed Operations Aggregate
	3 years Products/Completed Operations

#### **Worker's Compensation and Employer's Liability**

Statutory limits

<b>Privacy/Cyber Liability</b>	\$1,000,000
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Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

#### **W-9 REQUIREMENT**

Provide a copy of your business's W-9 with your proposal.

**SUBMITTAL SECTION**

**RFP # 6823-18**

**LEGISLATIVE AGENDA & VIDEO STREAMING SERVICES**

Please submit the following information in the order listed below:

1. Name of your company / organization
2. Type of organization: (Corporation, Partnership, etc.)
3. Address
4. Names and Address of the Partners and Subcontractors if applicable
5. Contact Person(s)
6. Telephone, Fax, e-mail
7. A detailed project schedule with an all-inclusive total cost
8. Information on the relevant experience of key personnel
9. Please submit a copy of any contract you would require to be executed in this process.
10. Submit three references for similar projects your company has completed within the last three years and contact information

**SIGNATURE PAGE**  
**RFP # 6823-18**  
**LEGISLATIVE AGENDA & VIDEO STREAMING SERVICES**

**Failure to complete, sign and return this signature page with your proposal may be cause for rejection.**

<b>Contact Information</b>	<b>Response</b>
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with Boulder County	
Name and Title of Person Submitting Bid	
Email Address for Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

**By signing below I certify that:**

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
 Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.



any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.

d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**

e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

*Non-Construction contracts use the following language:*

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

*Construction Contracts only – include the following paragraph:*

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each

Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. **Automobile Liability.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

*This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract.*

c. **Workers' Compensation and Employer's Liability.**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

*This coverage may not be required if contractor is not mandated under State law to maintain this coverage.*

d. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$X,000,000.00, following form.

e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

f. **Pollution Liability.**

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

g. **Commercial Crime Insurance / Third Party Fidelity Bond**

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of



Client Property”. This third party coverage can also be provided by obtaining a third party fidelity bond

**h. Privacy / Cyber Liability Insurance (HIPAA Compliance)**

As a provider of a service which *may* require the knowledge and retention of HIPPA sensitive personal information of clients served, the following minimum insurance limits are required:

- Contractors with 10 or fewer clients: \$50,000.
- Contractors with 11 – 15 clients: \$500,000.
- Contractors with more than 25 clients: \$1,000,000.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS:** *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Contractor shall forward certificates of insurance directly to (\_\_\_\_\_) **Agency / Department Representative's Name & Address**).

**Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers’ notification to that effect.

Please forward certificates to the county representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. **Nondiscrimination Provisions Binding on Subcontractors:** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. **Information and Reports:** The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of

information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all

such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, Mailing and Email Address)  
For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

G. If Contractor violates any provisions of this Section of this Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith .

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

27. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

28. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on \_\_\_\_\_.  
(date)

**COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_

By: \_\_\_\_\_  
Administrative Assistant  
Clerk to the Board of Commissioners

(seal)

By: \_\_\_\_\_  
Cindy Domenico, Chair,  
Board of County Commissioners

Executed by Contractor on \_\_\_\_\_.  
(date)

**CONTRACTOR:**

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

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

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

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.