



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7044-19**

RFP Title: **Inmate Telephone and Video Visitation Services / Inmate Communication Service (ICS)**

Pre-Proposal Meeting: N/A

RFP Questions Due: July 11, 2019, 2:00 PM

Submittal Due Date: July 19, 2019, 2:00 PM

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Signature Page
- Attachment A
- Sample Contract



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County is seeking proposals from Inmate Communications Service (“ICS”) vendors based on the enclosed specifications. This Request for Proposals (RFP) includes a detailed description of the facility requirements and provides detailed instructions for submitting a compliant response. Any item not specifically mentioned but necessary for the delivery and operation of the proposed ICS system shall be included in any proposal submitted for consideration.

It is the intent of these specifications to obtain proposals from qualified, experienced vendors capable of providing reliable Inmate Calling Service. All proposals should be based on the following Project Information:

Current ICS Vendor	ICSolutions
End of Current Contract Term	2/29/2020
Desired Contract Term for Selected Vendor	1 Year + 4 renewal options of 1 year each

Facility Name(s)	Boulder County Jail
Facility Address	3200 Airport Rd Boulder, CO 80301
Facility Phone Number	303-114-4620
Facility Capacity (beds)	560
Facility Average Daily Population	375
Wall-mounted Inmate Telephones (Industry Standard, Corded)	34
Telecommunications Devices for the Deaf	1
Traditional, Visitation Stations (to be Recorded)	8
Kiosk for Video Visitation (Wall-mounted, mounted in visitation and portable)	31

Call History

See attachment A for a summary report of the last 12 months of call history. This information is provided as historical background data provided for your information. The Boulder County Jail cannot predict and will not guarantee future call volume.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **July 11, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **July 15, 2019**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

3. Submittal Instructions

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on July 19, 2019**.

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 email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email 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; identified as **RFP # 7044-19** 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 # 7044-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs 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.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

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 proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer 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 proposals 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 will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer 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 ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will 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 RFP 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 will 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

Proposals” 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 will 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 proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers 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. Proposers 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 will 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/>.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SPECIFICATIONS

The following features will be required for the selected ICS system:

A. Hardware and Software

1. The Vendor shall furnish, install and maintain all hardware and software necessary to provide all telephone and video visitation services to the inmates utilizing the Vendor's ICS system to the Boulder County Jail.
2. The Vendor shall provide all hardware and software necessary to provide the ICS as requested in this RFP. These services include but are not limited to inmate telephones, kiosks for video visitation, wiring, connectors, jacks, network hardware, centralized ICS platform with call processing and recording and monitoring capability, and software systems for both Test and Live Environments. All equipment provided shall be industry standard, state-of-the-art, new and completely operational at cutover.
3. Describe the architecture of the system being proposed. Discuss the system's reliability and adaptability.
4. The architecture must be expandable to accommodate future growth and change outs. Include the company's policy and procedure for expanding the existing system and how this is accomplished.
5. The ICS system Administrative Access should be available via a secure Web Interface. The Administrative Access must work real-time with the ICS system for monitoring and reporting.

B. Station Equipment

1. Vendors ICS station equipment shall be powered by the telephone line and require no additional power source.
2. The ICS station equipment shall be industry standard, sturdy, vandal resistant, tamper-free, and suitable for a detention environment. Explain, in detail, the equipment being proposed. Include illustrations.
3. The Vendor shall provide telephone reception quality equal to the highest level of toll quality offered to the general public when using the Public Telephone Network and shall meet telecommunication industry standards for service quality.
4. The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to:
 - Provide telephones which are accessible to persons in wheelchairs at locations designated by the facility,
 - Provide Telephone Devices for the Deaf (TDD), the number of which will be determined by the demographics of the inmate population
 - Provide the required number of telephone stations with volume controls.

C. ICS System

1. The ICS system shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
2. All inmate calls will be processed by an “automated operator” and shall not allow access to a “live operator” at any time. The ICS system shall prohibit direct-dialed calls of any type. All calls will be outbound only, no inbound calling shall be allowed. Describe in detail how the system processes automated calls.
3. The ICS system shall limit the inmate to a single call attempt. The ICS system shall always require the inmate to disconnect and initiate another call.
4. Each call, having been identified as being placed through the Vendor's ICS system, shall be delivered to the called party as a collect call, debit and/or pre-paid call.
5. During the call set up process, the ICS system shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Boulder County Jail.
6. State how the inmate’s name is recorded in advance and played back to the called party. If the PIN feature is used, can the name be recorded once and stored for use with all future calls placed using that PIN?
7. The ICS system must offer the called party an option to receive a rate quote during the call set-up process before the call is accepted. Explain how this is accomplished.

8. All calls must be clearly announced by call type and identified as a call from an inmate to the called party. This recording must be heard by the Called Party and be free of any charges. The Called Party must be given the option to accept or refuse all call types. Each call (whether collect, debit or pre-paid) shall include the following announcement: "This call will be recorded and may be monitored." (The only exception to this announcement requirement would be calls to verified attorneys or other counsel approved by the facility and exempt from recording.)
9. The ICS system shall process calls on a selective bilingual basis: English and Spanish. However, the Vendor must agree to provide additional language options upon request of the County at no cost. The inmate must be able to select the preferred language by pressing a single key on the dial pad. Dialing instructions in both English and Spanish must be provided to the inmate by the ICS system.
10. The following numbers should be automatically blocked in the ICS system: operator access (0 or 00) and directory service numbers, vertical service codes such as 311, 411, 911; specific NPA's such as 700, 976, 900; equal access and "dial-around" numbers such as 10XXX; and 800, 866, 877, and all other toll-free numbers. State the capabilities for blocking additional phone numbers.
11. Number blocking/unblocking must be capable of being done in "real time" by the Facility through the Administrative Access.
12. Specific telephone numbers such as victims, witnesses, facility staff, judges, law enforcement personnel and other numbers requested by the Facility shall be blocked either at the Facility or by the Vendor.
13. Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller positive acceptance by pressing a key on the dial pad. Voice acceptance **is not** an acceptable method for positive call acceptance. No call shall result in a call charge without positive acceptance by the called party.
14. The Inmate Calling Service system shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, pagers, operator intercepts, quick disconnects, no voice from called party, etc. The Vendor shall provide information on how the proposed ICS system will meet this requirement.
15. After the dialing sequence, the ICS system must allow the inmate to monitor call progress until the call is answered by the called party. The inmate shall not be allowed to communicate with the called party until the call is positively accepted by the called party.
16. The ICS system shall provide a voice prompt to the inmate which explains why a call was not completed. Please provide the voice prompts the system uses to inform the inmate of the call progress/call denial.
17. The system shall provide a voice message which instructs the call recipient on how to block future calls. Describe how this is accomplished and provide the voice message heard by the called party. Include the procedure for removing the block.

18. The ICS system shall allow for adjustable call duration time limits and a voice message shall notify both parties one (1) minute prior to call termination.
19. The maximum allowed call length shall be programmable by inmate PIN, phone number dialed, housing unit and/or facility, and the ICS system as a whole. The ICS system shall have automatically-timed "turn on"/"turn off" features adjustable and programmable by Facility staff.
20. In the unlikely case of the loss of commercial power and the failure of the uninterrupted power supplies (UPS), the ICS system must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by facility staff.

D. Reporting

1. The Vendor must provide reporting with querying methods and capabilities which provide maximum flexibility, with a user-friendly interface. Efficiency and accuracy are required at both central and remote sites. The Vendor must describe in its response the reporting capabilities of the ICS system including, without limitation, the ability of the system to access reports or a subset of reports to authorized personnel by password or other structured access and how this will be accomplished.
2. The ICS system shall provide an activity and user log-in report.
3. The ICS system shall provide Call Detail Reports for all calling activity.
4. The Call Detail Reports must include the following criteria and shall be capable of being sorted by any of these criteria:
 - Facility name
 - Called party number
 - Originating station
 - Off-hook date/time
 - Call begin date/time
 - Length of call
 - Type of call
 - Payment method (collect, pre-paid card, or debit)
 - Other (Free Calls, Calls to Commissary, Officer Check-in, Attempts, etc.)
 - Call traffic type (local, intrastate IntraLATA, intrastate InterLATA, interstate InterLATA, or international)
 - Cost of call
 - PIN number
 - Termination code/reason for disconnect (incomplete, busy, refused, accepted, 3-way, etc.)

5. All reports shall be exportable to Excel spreadsheets.
6. The ICS system shall be capable of providing specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available real time for monitoring purposes and be capable of being sorted by a specific date or range of dates:
 - Approved numbers by inmate name or identifying number
 - Calls by PIN or other identifying number
 - Specific date or range of dates
 - Calls by originating station
 - Frequently called numbers
 - Common numbers called (for all numbers called by more than one inmate)
 - 3-way calls
 - Alert numbers showing calls/attempts
7. The ICS Vendor shall also provide the capability to customize reports for Facility staff upon request. There will be no charge for customized reports.

E. Security Features

1. The Vendor will describe how multiple authorized personnel will have simultaneous access to the ICS system administrative features while maintaining adequate security to prevent unauthorized use and access. The Facility Administrator or his or her designee must be capable of programming security access levels for designated personnel.
2. The Vendor shall have the capability, upon request, to establish a "Crime Tip" line. Calls to the "Crime Tip" line shall be free and shall be routed via the ICS system to a number designated by the Facility.
3. For calls placed from the ICS system, the calling number identification (caller ID) must be blocked or masked with Vendor's customer service number.
4. The ICS system must be able to be shut down quickly and selectively through the Administrative Access.
5. The ICS system shall be able to take an individual station out of service without affecting other stations or units.
6. The ICS system shall prevent inmate telephones from receiving any incoming calls from outside the Facility.
7. The ICS system shall monitor the switch hook of the inmate telephones, and if the switch hook is depressed or the magnetic switch hook is activated at any time during a call, the

call will be disconnected, or an internal dial tone should be activated to prevent chain dialing attempts.

8. Please describe how the Vendor ICS system detects 3-way calls and explain why the proposed technology provides the best 3-way call detection. What options does the ICS system provide to address 3-way calls (i.e., terminate the calls, flag the calls, etc.)? The ICS system must play a message to the inmate and called party prior to terminating the call. Please provide this message.

F. Personal Identification Numbers (PINs)

1. The ICS system shall have the capability to provide collect, debit and pre-paid calling utilizing a PIN.
2. The ICS system shall have the capability to interface with the facility management software so that the inmate PIN will be automatically transferred to the ICS system. If the facility selects the interface option, staff shall not be responsible for entering PIN numbers into the ICS system when new inmates are added. The ICS system shall be capable of receiving, storing and using Inmate ID numbers generated by the facility management software.
3. Once an inmate's PIN has been activated in the ICS system, the inmate shall be allowed to place calls.
4. Facility administrators shall have the ability to review and modify any privileges or restrictions pertaining to an inmate's calling privileges. Levels of administration should be password protected.
5. The ICS system shall include, at a minimum, an alert system for "hot numbers" that will detect attempted calls made to pre-determined numbers and attempted calls using pre-determined PINs.
6. The Vendor's ICS system shall indicate the date/time when an individual PIN entry was added to or modified in the ICS system. The ICS system shall also indicate the user who added or modified the PIN.

G. Recording and Monitoring

1. The ICS system shall provide full channel recording and monitoring of all inmate calls and video visits. The Facility shall have the capability to immediately play back any recorded call / visit.
2. The ICS system shall provide the option to record calls from the visitation phones.

3. The ICS system shall prevent the recording of attorney-client calls. The Facility will provide the Vendor a list of all known attorneys' local numbers. Discuss how the system ensures that a call to an attorney is not recorded.
4. The ICS system shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is required that the playback of any selected channel must be accomplished while continuing to record all input channels.
5. The Vendor shall provide remote Administrative Access via a secure Web interface to investigators for the ICS system at no cost to the Facility. The provision of remote Administrative Access shall allow investigators the same features and functionalities, permitted by the user's authorized level of access, available on an on-site Administrative Terminal.
6. The ICS system shall allow authorized Facility personnel to remotely access call recordings and monitor live conversations. The system shall allow multiple users to listen to the same conversation from multiple locations. Detail what measures exist to guarantee security and ensure denial of unauthorized use.
7. The ICS system shall be capable of showing real time call activity through the Administrative Access. This call activity shall at a minimum include Inmate PIN (if used), date of call, start time of call, stop time of call, originating station and called number.
8. The ICS system shall allow for the monitoring of calls on an as needed basis through the Administrative Access. Calls to be monitored can be selected by inmate PIN and/or the called number.
9. Vendor's ICS system must allow investigators to attach notes to call detail records associated with each recorded call. This information will be available for future investigations.
10. Describe the system's capability to provide alerts, which will alert investigators when a specific telephone number is called or when a specific inmate places a phone call. System must provide capability for multiple alerts to be emailed to investigators and for the call to be forwarded to multiple investigators' telephones and/or cell phones for real-time monitoring of the call-in progress. A security PIN will be required for accessing the real-time call.
11. The system should utilize redundant hard disk drive arrays for short and long term storage of the call records and call recordings. All call recordings shall be stored on-line and immediately available for (a length of time to be determined by the Facility).
12. Describe how the ICS system safeguards the call recordings and where the call recordings are stored.

H. Voice Biometric Technology

The County requires that Vendor's inmate telephone service include voice biometric technology. Vendor must provide an overview of the technology, including detail on the enrollment process associated with the voice biometric solution.

I. Optional Features/Products

Describe any optional features or products available to County within the rate and commission structure proposed. Commission deductions or rate additives in exchange for added products are not acceptable and will be grounds for disqualification.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Excess or Umbrella	May be required if higher limits are requested.
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years
Privacy/Cyber Liability	\$1,000,000

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.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Provide information Required in the Company Background and Capability Section in your Proposal
	Provide information Required in the Compliance with Laws and Regulations Section in your Proposal
	Provide information Required in the Implementation and Training Section in your Proposal
	Provide information Required in the Support and Maintenance Section in your Proposal
	Provide information Required in the Cost Section in your Proposal
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

COMPANY BACKGROUND & CAPABILITY

A. VENDOR INFORMATION

1. Complete the following table:

Company Name	
Corporate Headquarters Address	
DUNS Number	
Type of Entity (i.e. Corporation, LLC, Joint Venture, Sole Proprietor) List the state of formation.	
Ownership (Privately held or publicly traded)	
Date Company was founded	
Number of years providing ITS under the current name	
List all name changes and ownership changes involving the company since it was formed	
List name of parent company or holding company	
List any pending sale or acquisition. If none, confirm whether or not the company is currently for sale?	

2. Provide the name of the facility, installation date and location of the first ICS system installed by Vendor under its current name.
3. List all personnel who will be involved with the installation, operation, repair, maintenance and administration of the ICS system. Include name, position, responsibilities and brief resume of qualifications of key personnel. The Vendor must demonstrate in its proposal that all installation and support staff who will install, maintain and repair the proposed system are trained to provide service on the proposed system.

B. REFERENCES

The Vendor must provide a minimum of three reference accounts of similar size and scope. Vendor must have proven history of serving county jails within the state over the past 4 years.

C. LITIGATION

Provide a list of all past, present and pending claims, judgments, revocations, cease and desist notices and/or lawsuits initiated by an individual, business or class during the past three (3) years in which the Vendor is, or has been involved as a defendant, and the status

or outcome of such claims. List separately any action filed by the US Attorney General or any State Attorney General and detail the claims associated with these cases.

D. DATA BREACHES

Provide a list of each data breach instance whether the result of unauthorized disclosure by company personnel, or unauthorized access by outside parties. Explain the nature of the breach, how many records were released, which agencies were involved, and how the breach was first brought to the company's attention.

E. COMMISSION DISPUTES

Provide a list of any instance involving commission underpayment that resulted in the reaching of a settlement agreement or payment of commissions due in excess of \$100,000. Provide the name of the agency or confinement facility(ies) involved, describe the nature of the error or oversight, how the error was brought to vendor's attention and the terms of the settlement.

COMPLIANCE WITH LAWS AND REGULATIONS

A. COMPLIANCE WITH LAWS

1. Federal, State, and Local Laws

The Vendor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the Vendor and its employees including, but not limited to, compliance with the EEO guidelines, the Americans with Disabilities Act, the Occupational Safety and Health Act of 1979, and minimum wage guidelines.

2. Unclaimed Property Laws

Vendor shall provide evidence of compliance with all state unclaimed property laws.

3. State Law and Jurisdiction Clause

At the time of submittal of the Proposal under this solicitation, the proprietorship, partnership, or corporation must comply with the laws of Colorado which require such person or entity to be authorized and/or licensed to do business in this state. The lack of a proper certification or authorization to provide the ICS solicited by this RFP will render the Vendor non-responsive and result in disqualification of the non-responsive vendor's proposal. Vendor agrees to subject itself to the jurisdiction and process of the courts of the State of Colorado as to all matters and disputes arising or to arise under the ICS Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by governmental agencies.

4. Taxes and Government Mandated Fees

In performing customer billing and collecting for prepaid services, Vendor is responsible to determine, apply, bill to, and collect from Customers the applicable federal, state or local sales, use, communications, Universal Service Fees (USFs), and other taxes and fees. Vendor shall be solely responsible for filing all returns for Taxes imposed on or with respect to Customer's service billed and paying or remitting all such Taxes and other items and any applicable interest or penalties.

5. Vendor License and Certification Requirements

At the time of submittal of Proposal under this solicitation the Vendor shall have procured a certificate of authority to transact business and paid all charges and fees necessary and incidental to the lawful conduct of the provision of its business. Vendor shall keep fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the provision of ICS and shall comply with the same.

B. REGULATORY COMPLIANCE

1. Provide a copy of the Vendor’s State Public Service Commission certification. Indicate the date when the company began offering Inmate Calling Service in the state and the date the certification or registration was approved or accepted.
2. Provide a list with a detailed explanation of any formal regulatory proceedings or hearings in the past ten years where the Vendor is a named party. This list shall include all hearings (including complaints and contested certifications) involving the Vendor that were filed with or initiated by the FCC, State Office of the Attorney General and/or any Public Service Commission/Public Utility Commission in any state where the Vendor is conducting business. *Upon request*, the Vendor must produce non-redacted copies of the complaint or other document initiating the proceeding, the document inventory, transcripts of any hearings, all staff recommendations, for the County’s review. **If the complaint is ongoing, a letter must be submitted by Vendor’s legal counsel addressing the potential outcome of the complaint.** Formal proceedings are a matter of public record, cannot be classified as confidential or proprietary and may not be redacted.
3. Provide the following information about Vendor’s certification status and history nationwide:

Question	Yes or No	Provide State, Case Number, Date & Enclose a Copy of the Final Decision or Order
Has Vendor ever applied for regulatory certification and been denied operating authority?		
Has Vendor ever had its regulatory certification revoked or suspended?		
Has Vendor ever been barred from operating in a State for any length of time?		

4. Provider must agree to comply with all ICS Rules and Orders of the State Public Utilities Commission and Federal Communications Commission during the term of the contract and that failure to do so is sufficient grounds for the County, with 30 days’ notice, to terminate its contract with the provider. If the County terminates the contract with the provider for just cause in accordance with the preceding circumstances, the provider agrees to hold the County harmless.

IMPLEMENTATION, TRAINING

A. INSTALLATION

1. Provide a preliminary implementation plan, including a projected timetable, for the ordering, testing, installation, site-testing and cutover of the proposed ICS system. Indicate if facility staff involvement is required and to what extent. The overall plan shall be designed to minimize downtime and disruption during peak inmate calling periods.
2. Installation of all inmate telephones and ICS equipment shall be accomplished during hours approved by the Facility Administrator.
3. The Vendor agrees to obtain the County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
4. The successful Vendor must agree to install the quantity of inmate telephones required by the Facility.
5. The Vendor shall clean up and remove all debris and packaging material resulting from work performed.
6. The Vendor shall restore to original condition any damage to County properties caused by installation personnel associated with the Vendor, including repairs to infrastructure, walls, ceilings, etc.
7. The Vendor agrees to install, repair and maintain all Vendor-provided equipment, lines, and cabling at no cost to the County during the term of the ICS Agreement.
8. All costs or losses due to vandalism shall be the responsibility of the Vendor.
9. The Vendor must indicate the physical size, space, and environmental requirements of any ICS system equipment to be installed at the site(s).
10. The Vendor must indicate any electrical and environmental requirements for the proposed ICS system equipment. This will include any requirement for a dedicated electrical circuit. Vendor will be responsible for any additional expense required to provide a dedicated circuit.

B. TRAINING

1. The Vendor shall provide training for the Facility staff at the Facility during installation. Additional training shall be provided to new staff assigned during the term of the ICS Agreement at no cost to the County. Specify how staff is instructed on the use of the ICS system and the amount of staff training provided.
2. When requested by the Facility and at no cost to the County, informational pamphlets shall be available for inmates and inmate visitors to explain how calls are placed and how to open accounts with the Vendor.

SECTION 6 - SUPPORT & MAINTENANCE

A. TECHNICAL SUPPORT CENTER

1. Facility personnel shall have access to Vendor's 24-hour Technical Support/Network Operations Center via a toll-free number. Please indicate if Technical Support Center staff are Vendor employees or subcontractor employees.
2. Successful vendor shall provide access to all Service Tickets that are opened, updated and closed by field technicians and Technical Support/Network Operations Center staff, providing the detail of the final resolution of said problem.

B. REMOTE DIAGNOSTICS

1. Describe in detail how the ICS system shall provide for continuous on-line supervision and remote diagnostics, as well as remote offline system access for advanced programming and diagnostics. Define the features and/or functions of the ICS system that can be diagnosed, controlled, and programmed remotely. Access to the built-in advanced diagnostics and program control shall be accessible remotely by the Technical Support/Network Operations Center staff and shall provide failure reports, service history and other diagnostics.
2. Any problems with the ICS system shall be reported immediately by the Vendor to designated Facility personnel. Status updates shall be provided according to the agreed upon schedule based on the service action level until resolution.

C. SERVICE RESPONSE PROCEDURES

1. Explain in detail the Vendor's service response procedures, including the response time for minor and major service outages. Define "service outages." Describe how the facility is kept informed of progress.
2. Provide an escalation plan and timetable for resolution of complaints or problems at all levels that are not handled within normal response times. Identify the name, title, and telephone number of person(s) to be contacted above the person responsible for the account. State the procedure for notifying the next level.
3. The Vendor must provide the Facility with a complete list of contact numbers for the Vendor's Technical Support/Network Operations Center support team, technicians and management team. 24-hour, toll-free emergency telephone numbers must also be furnished.

4. Provide a contact person who will be responsible for ongoing account management and support.
5. Describe Vendor's normal maintenance procedures.
6. The Vendor shall provide the necessary parts, materials, labor, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the ICS Agreement. No charge shall be made to the County for maintenance of the ICS system.

COST PROPOSAL

A. CALL RATES/CONSUMER VALUE

1. The ICS rates, fees and surcharges charged to called parties shall not exceed the rates mandated by the state PSC/PUC, FCC and/or the Facility for all services.
2. Provide a complete schedule for proposed call rates. The Rate/Commission Offer form is provided at the end of the RFP document. If multiple rate options are offered, complete a separate form for each option. Limit of two options per proposal.
3. There shall be no charge for unanswered or not accepted calls. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
4. Call timing must begin when the called party positively accepts the call. No "set up time" may be added to the call duration and call timing may not be based on any time-point earlier than acceptance. Vendor shall confirm their policy on call timing.
5. Vendor shall submit a request in writing to receive approval from the County for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. The County will respond in writing to Vendor's request within thirty (30) days. Should Vendor increase the calling rates without the express written approval of the County such rate increase may be grounds for termination of the ICS Agreement, and Vendor must issue credits or refunds to all customers that are overcharged. Vendor shall implement any mutually agreed rate adjustments requested within thirty (30) days of said request, subject to regulatory approval.

B. CUSTOMER FEES/CONSUMER VALUE

1. Vendor shall list any and all charges and fees that are charged to the called party. Each charge/fee must be explicitly authorized by the appropriate agency (e.g. Public Service Commission/Public Utilities Commission and/or FCC) and contained in Vendor's Intrastate Tariff or rate schedule on file at the State PSC/PUC or available for public review on Vendor website and the Vendor's Interstate Tariff or rate schedule required by the FCC for public review on Vendor website. If the Vendor is found charging non-approved fees, the ICS Agreement may be terminated.
2. Describe Vendor policy on maintaining customer account balances. Does Vendor charge customers a monthly account maintenance fee? Do customer account balances get absorbed or expire after a set period of time? If so, state time period.
3. Describe Vendor policy on refunding unused customer account balances. Include any fee charged for refunds and time to receive refund.

C. FEE REGULATION COMPLIANCE

1. FCC Regulations limit fees as follows, Vendor must confirm acceptance and compliance with the following regulations:

§64.6020 Ancillary Service Charge.

(a) No Provider shall charge an Ancillary Service Charge other than those permitted charges listed in §64.6000.

(b) No Provider shall charge a rate for a permitted Ancillary Service Charge in excess of:

(1) For Automated Payment Fees—\$3.00 per use;

(2) For Single-Call and Related Services—the exact transaction fee charged by the third-party provider, with no markup, plus the adopted, per-minute rate;

(3) For Live Agent Fee—\$5.95 per use;

(4) For Paper Bill/Statement Fee—\$2.00 per use;

(5) For Third-Party Financial Transaction Fees—the exact fees, with no markup that result from the transaction.

2. Describe how vendor modified existing facility contracts as a result of the above fee structure. For each facility served in Colorado, describe any contract change, including any rate increases, commission reductions and/or any portion of revenue excluded from commissions as a result of the FCC regulation of fees. Contracts with public entities are a matter of public record, and as such, are not considered proprietary or confidential.
3. Vendor must specify the timeframe for expiration of prepaid funds and method for refunding unused balances.

D. FACILITY COMPENSATION

1. Specify the vendor's proposed commission percentage offered. Compensation is not applicable to interstate calls. A simple proposal for recurring compensation is preferred. Up-front incentives or bonuses will not be accepted. Please limit your offer to no more than two rate/commission options.
2. Deductions from commission for added value services or products are not acceptable. Any option offered in association with a commission reduction or deduction will be disqualified.

3. Vendor shall commit to providing a detailed monthly report of calls, minutes and revenue by call type. The revenue shown in the report must correlate to the contractual per minute rate in each category.

RATE/COMMISSION OFFER FORM

Type	Option to Pay for One Call with a Credit Card or Debit Card (if offered)					Collect, Prepaid Collect, Debit & Prepaid Debit Card Calls				
	Transaction Fee	Per Minute Charge	Total Cost for 15 Minute Call	Commission Percentage	Commission Amount (in Dollars and Cents)	Per Call Charge	Per Minute Charge	Total Cost for 10 Minute Call	Commission Percentage	Commission Amount (in Dollars and Cents)
Local Calls						Not permitted				
Intrastate						Not permitted				
Interstate						Not permitted				
International (Debit and/or Prepaid Card Only)						Not permitted				



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Information presented in proposal
- Ability of the vendor to provide quality and timely products and services
- Qualifications and experience of the vendor
- Reference checks
- Proposed timeline
- Any other relevant and appropriate factors as determined by the county

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Information presented in proposal	20
Ability of the vendor to provide quality and timely products and services	40
Qualifications and experience of the vendor	15
Reference Checks	15
Proposed timeline	5
Any other relevant and appropriate factors as determined by the county	5
Total Possible	100



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

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

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.



THE ENFORCER®

Boulder County Jail
 User: aamaya (V 9.0.27-1)
 Copyright 2005-2019

Call Records

Includ: Inmate ID, Last Name, CSN or Phone Number AND

Date Range:

Quick Searches Show All

Duration

Showing 1 to 1,000 of 188,406 entries Previous [1](#) [2](#) [3](#) [4](#) [5](#) [189](#) Next

+	Action	Start Time	CSN	Inmate ID	Last Name	Phone Number	Call Type	Tariff Band	Station	Talk Secs	Billed Time
<input type="checkbox"/>		04/12/2018 12:08:44	74864804	1801247	GARDNER	1-619-860-9614	Prepaid	InterLata InterState	INM WRKR 1	842	14:00
<input type="checkbox"/>		08/01/2018 19:37:42	75447226	1709336	WHITE-JOHNSON	1-720-388-0416	Prepaid	Local	BUILDING A-MAXIMUM 2	385	7:00
<input type="checkbox"/>		10/22/2018 15:37:36	75567516	1808270	DEHERRERA	1-413-329-3088	Prepaid	InterLata InterState	MEDIUM 1	782	14:00
<input type="checkbox"/>		10/22/2018 15:39:14	75867544	1805162	HERNANDEZ	1-720-584-5576	Prepaid	Local	INM WRKR 1	722	13:00
<input type="checkbox"/>		10/22/2018 15:40:17	75867552	1805588	WAGONER	1-720-982-7358	Prepaid	Local	TRANSITION 4	637	11:00
<input type="checkbox"/>		10/22/2018 15:41:43	75867556	1808275	HOLDEN	1-720-340-9561	Debit	Local	PHOENIX 4	541	10:00
<input type="checkbox"/>		10/22/2018 15:44:33	75867502	1808183	THOMAS	1-303-437-2647	Prepaid	Local	STATION 3123	361	7:00
<input type="checkbox"/>		10/22/2018 15:45:59	75867612	1800968	JEFFS	1-720-818-2741	Debit	Local	MEDIUM 2	301	6:00
<input type="checkbox"/>		10/22/2018 15:47:58	75867640	1806705	VANSANT	1-303-444-2322	Free	Local	STATION 210J	188	4:00
<input type="checkbox"/>		10/22/2018 15:49:12	75867650	1806776	DIMARCO	1-720-550-1665	Prepaid	Local	PHOENIX 3	60	1:00
<input type="checkbox"/>		11/15/2018 10:35:42	75973918	1800426	GEARY	1-252-243-9694	Debit	InterLata InterState	PHOENIX 3	837	14:00
<input type="checkbox"/>		11/15/2018 16:02:15	75975432	1806776	DIMARCO	1-720-380-9836	Prepaid	Local	PHOENIX 1	865	15:00
<input type="checkbox"/>		11/15/2018 16:05:39	75975470	1803909	MARTINEZ	1-303-946-3846	Prepaid	Local	MEDIUM 2	662	12:00
<input type="checkbox"/>		11/15/2018 16:08:22	75975492	1709967	ATKINSON-TURNER	1-702-659-3653	Prepaid	InterLata InterState	BUILDING A-MAXIMUM 2	481	9:00
<input type="checkbox"/>		11/15/2018 16:15:02	75975512	1800099	RUST	1-863-409-5867	Prepaid	InterLata InterState	STATION 3122	120	2:00
<input type="checkbox"/>		11/15/2018 16:16:21	75975550	1807288	CADENA	1-720-378-1477	Prepaid	Local	BUILDING C- DORM C 1	19	1:00
<input type="checkbox"/>		01/01/2018 11:41:36	74365982	1708622	MUELLER	1-720-297-6603	Prepaid	Intracell	BUILDING C- DORM A	448	8:00

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide

Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless 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 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 Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract.

10. Nondiscrimination: Contractor will 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 concerning discrimination and unfair employment practices. 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. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. 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, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. 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.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and

- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.
38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was

retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. **Sustainability:** County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County’s commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. **Insurance Requirements:** Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **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 Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors 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 the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **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. Contact Risk Management with any questions.

iii. **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. A waiver is available on the contracts routing website.

iv. **Umbrella / Excess Insurance**

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

This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

Please consult with Risk Management if you feel this coverage should be required.

IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

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

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.

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.

vi. **Pollution Liability**

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy 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. County shall be named as an additional insured for ongoing operations and completed operations.

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

Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of the County or when the contractor has access to client's personal property and/or documentation

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

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

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

Contractors with 5 or fewer County clients:	\$100,000
Contractors with 6-10 County clients:	\$250,000
Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

b. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this 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.*

c. Notice of Cancellation: Each insurance policy required by 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, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

e. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

[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.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	

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/>.