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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7056-19**

RFP Title: **Public Safety Software Solution and Services**

RFP Questions Due: August 27, 2019

Submittal Due Date: October 31, 2019, 2:00 PM MST

Email Address: purchasing@bouldercounty.org

Documents included in this package:
Proposal Instructions
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Submittal Checklist
Schedule and Evaluation Criteria
Signature Page
Security Addendum
CJIS Vendor Equipment
Sample Contract

PROPOSAL INSTRUCTIONS

---

1. **Purpose/Background**

Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors for a Public Safety software solution that meets the requirements identified in this RFP, for Boulder County, in the State of Colorado.

1. The county requires that any proposal submitted include the professional services recommended to implement the solution.

2. The county requires that any proposal submitted include the cost of hardware for any third-party product needed to implement the solution.

3. Public Safety software vendors offering hosted services and / or software as a service (SaaS) solutions are welcome to submit proposals. Proposals may include information and pricing for both on premise and off-premise hosting solution options.

Bidders may submit multiple-vendor proposals, however if doing so, the bidder should clearly describe the roles and responsibilities of each vendor, both as related to implementation activities and to post- implementation support. The county may award this RFP to multiple bidders.

IMPORTANT NOTICE TO PROPOSERS: READ BEFORE PROCEEDING
Commencement of this project is contingent on the Boulder County Board of County Commissioners (BOCC) allocating funding for this project during the 2020 budget process in fall/winter 2019. Failure of the BOCC to allocate sufficient funding may result in cancellation of this project.

In submitting a proposal under this RFP, proposer acknowledges there is a potential that Boulder County may not proceed with this project. Boulder County reserves the right to cancel this RFP at any time.

Background

The county's primary public safety solution is Central Square's Tiburon product, which was implemented around 2003. It is our law enforcement records and jail management system. Functionally, Tiburon is used by the county for managing key operational functions related to public safety services provided by Boulder County's Sheriff's Department, Community Justices Services, and all law enforcement agencies that utilize Boulder County's Jail.

Tiburon has served the county for many years, however, the software has reached 'end of life' from a vendor support perspective and lacks many features found in modern public safety systems on the market today. As a result, the county's business processes rely on manual, and often redundant, work-arounds to meet the increasingly complex needs of Boulder County's public safety organizations.

The number of users currently accessing the JMS and RMS application is approximately:

Application	Approx. User Count
Sheriff's Office	520
External Partner Agencies	800 (limited use)
Community Services	90
Total	1410

In August 2018, the county initiated its Tiburon Replacement Discovery Project with the following objectives:

1. Gather requirements for a new public safety solution to ensure we fulfill our mission to provide the best in public service

2. Conduct current state analysis workshops and document the current state of our current systems and business practices

3. Document Criminal Justice Information Services Requirements

4. Document all interfaces to our public safety solution

5. Conduce risk analysis of our current system, and needs for future solutions

6. Document detailed functional and technical requirements for a new solution

7. Evaluate our network infrastructure to meet system requirements as well as support all criminal justice regulatory mandates

8. Document future state vision

9. Determine the best approach for the implementation of a new solution

10. Submit a business case and cost estimate to the Board of County Commissioners to replace the current public safety solution

11. Issue an RFP to replace our current solution

County management and staff have worked to assess public safety processes and identify future state process improvements and requirements. Functional requirements presented in this RFP represent the following scope:

1. Records Management System

2. Jail Management System

3. Analytics, Dashboards, and Data Management

4. Citizen Portal

5. Electronic Citation and Summons Management

6. Finger Printing System

7. Mobile Application Solutions

8. Mobile Computing Technology

9. Mug Shot System

10. Personnel

11. Property and Evidence

12. Licensing and Permitting

13. Sex Offender Module

14. Interfaces

The project has established executive sponsorship and will implement a governance structure, project charter, and project goals that will guide decision making throughout the project. The project has also collaborated with cross-organizational management and end-users and expects that this project will result in an enterprise public safety system that meets its needs and greatly reduces the number of manual processes and interfaces currently in use today.

Following is an illustration of the project's potential organizational structure:

Executive Sponsor	Executive Advisory Board Representation From: • Board of County Commissioners • Sheriff's Office • Administrative Services • Community Services • Legal Department
Project Sponsor	
Project Manager Project Business Analysts	Functional Leads
Technical Lead	
Technical Subject Matter Experts	Functional Subject Matter Experts
Elected Officials / Department Heads	

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. **August 27, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **September 13, 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 October 31, 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 50MB 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 # 7056-19** 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 # 7056-19**, 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.

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/.

About Boulder County

With a population of around 322,000 residents[1], Boulder County is the seventh largest of the 64 counties in Colorado by population. Boulder County is located along the Northern Front Range (eastern slope) of the Colorado Rockies about 30 miles northwest of Denver. Encompassing a total of 726 square miles, our boundaries stretch from the Continental Divide to the west to the rolling foothills and plains of the east.

About one-fifth of the county's residents live in the unincorporated areas of Boulder County. Most residents live within one of the ten incorporated towns or cities.

Boulder County's three elected County Commissioners are full-time public servants who oversee management of the county's budget and daily operations. The Commissioners appoint the leaders of various boards and commissions as well as Department Heads of the county's departments. They also approve the annual budget for the county, including the budget for the offices of other Elected Officials. The other elected officials include: Assessor, Clerk & Recorder, Coroner, District Attorney, Sheriff, Surveyor, and Treasurer.

The proceeding chart illustrates the County Government's organizational structure (source: 2017 PAFR):

---

[1] In 2017, according to the U.S. Census Bureau.
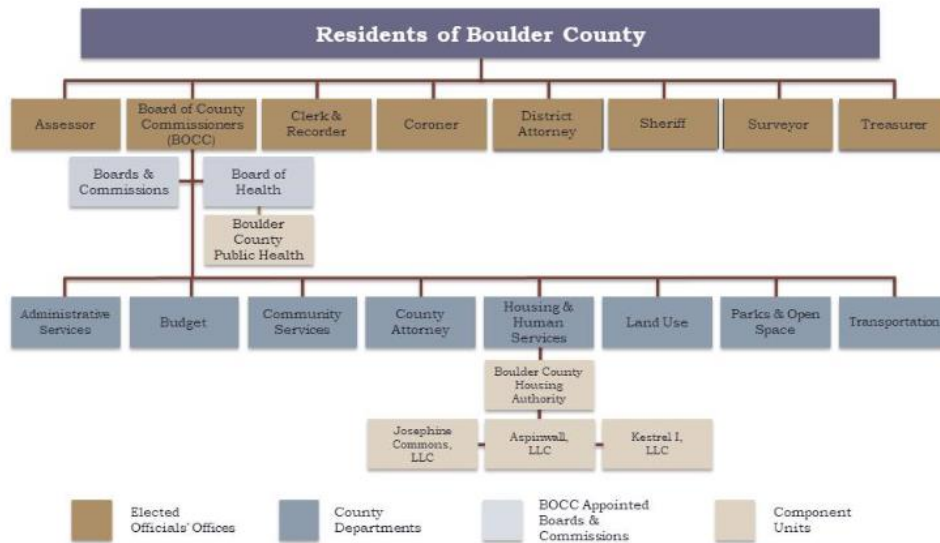
The county operates with a total staff of about 2,300 employees (that number is adjusted for the hiring of temporary employees for elections, landscape and maintenance activities, open space projects, summer Youth Corps program and other seasonal staff).

Background Statistics	
Fiscal Year (County)**	January 1
Original Adopted Budget (FY 2019)	$432.5 million
Assets (2019)	$1.182 billion
Revenues (2019)	$442 million
Expenses (2019)	$432 million
Approximate Number of Employees (FTE)	1,900

** The county receives and manages external funds from organizations that operate on a different fiscal year than the county. The county generates financial and management reports reflecting the funding organization's fiscal year.

Additional information about Boulder County can be found on our website at
http://www.bouldercounty.org/pages/default.aspx

Detailed Proposal Submission Requirements
So that proposals can be evaluated efficiently, proposers must assemble their proposals in adherence to the submittal requirements defined here. Proposals should be prepared as simply as possible and provide a concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content.

Format of Electronic Submission

Organize proposals in separate sections with labels that correspond to those described in the following section B.2, Organization of the Proposal. **If you have any submission format questions, please email *purchasing@bouldercounty.org.***

1. Number each page of your submission consecutively.
2. Wherever a table is provided, please title your table to match the RFP section in which the table appears.
3. Where provided, use the table format for your responses, and maintain the sequence and reference numbers in the table.
4. Please submit the Attachments referenced in the following table in the required file format indicated here. Attachments not listed in the table below may be supplied in either the original file format or PDF.

Attachment/Document	Required File Format
Sample agreements, Sample project management documents, sample technical documents, etc.	Microsoft Word (.doc or .docx) or Adobe PDF (.pdf), Microsoft Excel (.xls or .xlsx)
Attachment 9 (Staffing)	Microsoft Excel (.xls or .xlsx)
Attachment 10 (Functional Requirements)	Microsoft Excel (.xls or .xlsx)
Attachment 11 (Cost)	Microsoft Excel (.xls or .xlsx)
Attachment 12 (Data Conversion)	Microsoft Excel (.xls or .xlsx)
Attachment 13 (Interfaces)	Microsoft Excel (.xls or .xlsx)

Organization of the Proposal

Please organize your proposal as described in this section, labeling each section with the description provided here.

Title Page

Title Page should include the following information:

1. Title page
2. Customer name & Boulder County RFP Number
3. Vendor name, address, telephone number and email
4. Vendor's Proposal Contact name, signature, title, email and date

1. Executive Summary and Bidder Submission Materials

The executive summary should be a brief narrative (3 pages or less) summarizing the proposal and providing a general overview of the company. Highlight the reasons your product, services and company are best suited to meet Boulder County's needs.

In this section, also include the Bidder Submission Materials which includes the following completed information or forms:

1.1 Attachment 1 (RFP Submittal Checklist)

1.2   Attachment 2 (Signature Page)

1.3   Attachment 3 (Proposer Statement)

1.4   Sample Insurance Certificate(s)

1.5   Copy of W-9 for each firm proposing to submit charges for software and services

1.6   Exceptions to the RFP

All requested information in this RFP should be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The county may reject any exceptions or specifications within the proposal. To avoid the scenario where the county is unable to negotiate successfully with its finalist vendor, material exceptions to the RFP including those to the terms and conditions may be clarified prior to elevation for software demonstrations.

2. Scope of Services

This section of the proposal should include a discussion of the proposer's overall understanding of the project and the scope of work proposed including the following:

2.1.   Complete and submit Attachment 4 (Scope of Proposal)

2.2.   For each firm identified on the Attachment 4 (Scope of Proposal), explain and complete:

    2.2.1.   Attachment 5 (Company Information)

    2.2.2.   Attachment 6 (Customer Reference Form)

2.3.   Provide an overview of all products and services proposed in response to the county's RFP, clearly describing how the proposed solution will accomplish the county's goals.

2.4.   List and briefly describe proposed solution components, services and technical environment proposed (e.g. on premise, SaaS, managed services, etc.).

2.5.   The solution components described should reconcile to positive responses provided by the bidder in Attachment 10 (Functional Requirements)

2.6.   If software is sold by module, explicitly state the software module name and versions that are proposed. Also, if software is sold by the module, list the cost of each module independently.

2.7.   Indicate whether the county will need to contract / procure any services, hardware, or licenses extraneous to this bid for the proposed solution.

3. Functional Requirements

This section of your proposal describes your proposed solution's alignment with the functional scope of the project - the requirements for each functional area and business process.

3.1.   Bidder responses to Attachment 10, Functional Requirements shall use the following response codes in responding to the Functional Requirements on Tab 1 of the attachment:

Code	Description
Column F: Available Responses	
Y	Requirement Met and Proposed (Standard features in generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
Column K: Available Responses (if (Y-ND Selected in Column E)	
F	Feature Schedule for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
Column G: Available Responses	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported

3.2. Proposers must be ready to demonstrate requirements listed as "Y" during software demos.

3.3. Responses which are marked Y or Y-ND will be considered in scope, and the cost proposal and all other information submitted in this proposal should reflect the module and services necessary to perform the functionality.

    3.3.1. For requirement responses other than "N" or "I" proposers must:

        3.3.1.1. Indicate the module or product that is required to meet the requirement.

        3.3.1.2. Indicate the phase of the project that the functionality will be implemented.

        3.3.1.3. Indicate any exception to the proposed internal or external hosting configuration.

        3.3.1.4. Indicate any exception to the proposed post-implementation services, for example technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.

3.4. Proposal requirements' responses submitted will become part of the contractual agreement with the winning bidder(s). Proposers are expected to warrant both software and implementation of all positive responses (responses other than "N" and "I").

3.5. For functionality not currently available and not available for viewing at a demo but will be in scope for the project either as generally available features in a future release or as a customization specific for this project, Proposers should indicate a response code of Y-ND and answer column J, including estimated availability timing.

3.6. The county may clarify requirements with the response of "I" during software demonstrations. Immediately following the demonstrations Bidders may be asked to re-submit Attachment 10 (Functional Requirements) if changes are indicated as a result of

clarifications.

4. **Technical Specifications and Information**
   Describe the technical application and platform architecture and the environmental requirements for any solution components that may be hosted by the county by completing Attachment 7 (Information Technology Requirements and Information Requests).

   4.1. Identify all licenses, hardware, or other products in this proposal that would be required to optimally operate the proposed solution at the county.

   4.2. Identify any component(s) that would need to be purchased / licensed separately by the county, i.e. not provided by the bidder. If provided by the bidder, make sure cost schedule reflects the component(s).

   4.3. Include application and platform architectural diagrams.

   4.4. Include sample copies of technical documentation, e.g. release notes, installation guides, database diagram(s) and data dictionary, entity relationship diagrams (ERD), etc.

   4.5. Include sample copies of any agreements that the county may be requested to sign post-award, e.g. software license agreements, professional service agreements, hosting agreements, third party agreements, etc.

   4.6. If hosting Services / SaaS proposed, describe the following:

        4.6.1. Information on the specific hosting services provided

        4.6.2. Operational support services

        4.6.3. Technology infrastructure services

        4.6.4. Disaster recovery / business continuity

        4.6.5. Identify all service providers, including 3rd parties

        4.6.6. Identify any components the county would need to host on its own servers

        4.6.7. For each of the services proposed explain service levels that are used to guarantee performance for the county through the proposed hosting agreement. Complete and submit with proposal.

        4.6.8. Provide a copy of subscription and / or service level agreement currently used with existing customers

5. **Business Process / Software Considerations**
   This section should describe software features and configuration solutions and business recommendations for challenges the county will expect to encounter on the project.

   5.1 **General**

        Please provide detailed answers as to how the proposed solutions will meet the general system requirements below.

5.1.1. Please explain if the solution allows for entry of data once and is made immediately available for use in all other applications or modules of the solution.

    5.1.1.1. If the system requires the entry of the same data multiple times, or the same data in multiple systems or modules, please explain plans for integration between those systems or modules.

5.1.2. Please explain if the system provides a common, system wide search capability across all applications and modules of the solution.

    5.1.2.1. If the system does not have an integrated search functionality, please explain the difference in search capabilities and any plans for integration.

5.1.3. Please explain if the system provides workflows, what modules provide workflow capability, and how workflows are utilized in the system.

    5.1.3.1. If the system does not have workflow capability, please explain the product roadmap to include this capability.

5.1.4. Please explain if the solution has a single, integrated user experience or if there are multiple interfaces for each application or module in the solution.

    5.1.4.1. If there are multiple interfaces, please explain the technology used for each application or module; desktop application, browser based, mobile applications, etc.

    5.1.4.2. If there are multiple interfaces, please explain plans to integrate the users experience between applications of the solution.

5.1.5. Please explain the systems capability to handle or prevent duplicate records.

    5.1.5.1. Please explain if the system has an automated mechanism to check for duplicate records.

5.1.6. Master Indices

    5.1.6.1. Please explain if the system can merge multiple MNI data into a single MNI

    5.1.6.2. Please explain if the system can decouple MNI data that should not be in a single MNI to multi records with independent MNI's

5.1.7. Please explain how the solution meets NIBRS reporting requirements.

5.1.8. Please explain how the solution meets Use of Force reporting requirements.

5.1.9. Please explain if the system allows for user-defined fields.

5.1.10. Please explain how the system enforces system integrity, security, and auditing of activities.

5.1.11. Please explain if the system has an integrated document management system that functions across all proposed modules and solutions.

    5.1.11.1. Please explain if the system can integrate with outside document management systems.

5.1.12. Please explain if the system has role-based security.

5.1.13. Please explain how the system determines what information a user has access to.

5.1.14. Please explain if the system can seal and expunge records.

5.1.15. Please explain if the system provides the capability to set up notification in all modules of the system.

5.1.16. Please explain if the system can allow outside agencies to access the system.

    5.1.16.1. If the system can allow access to the system by outside agencies, please explain how the system is set up to allow outside access.

    5.1.16.2. If the system can allow access to non-departmental staff to access the system, please explain how the system is set up to allow those users to access the system.

    5.1.16.3. If the system can allow non-departmental staff to access the system, please explain how those users enter an arrest.

5.2 **Records Management**
Boulder County's expectation is that the proposed solution will provide a full set of features and functionality that allows staff to work more effectively and efficiently, giving our personnel to concentrate on provide better services to the community we serve. Please provide detailed answers to the items below.

5.2.1. Please explain how the proposed solution will increase productivity and decrease the time it takes to complete the booking process.

5.2.2. Please explain if the records management system integrates with the other solutions or modules proposed.

5.2.3. Please explain if the records management system has the same user interface as the other solutions or modules proposed.

    5.2.3.1. If the records management system does not have the same user interface and experience as the other modules, please explain plans to integrate the interfaces.

5.2.4. Please explain if the data entered into the records management system is made available to the other solutions or modules at the time it is entered into the system.

5.2.5. Please explain the workflow capabilities of the records management system.

    5.2.5.1. If there is workflow capability in the records management system, please explain if the workflows are available to other solutions or modules in the system.

5.2.6. Please explain if the records management system interface includes dashboard capabilities.

    5.2.6.1. If there are dashboard capabilities, please explain if the dashboard can be set up per division, per team, and/or per user.

5.2.7. Please explain if the records management system can be accessed in the field using mobile devices.

5.2.8. Please explain how security and roles work in the system.

5.2.9. Please explain if the security and roles in the records management system control permissions in other solutions or modules in the system.

5.2.10. Please explain if the records management system includes case management functionality.

5.2.10.1. If the system has case management functionality, please explain how assigned cases are managed by supervisors and assigned officers.

5.2.11. Please explain if the system can follow retention schedules.

5.2.11.1. Please explain if the system can archive records

5.2.11.2. Please explain if the system can purge records.

5.2.11.3. Please explain if the system utilizes workflows and approval processes as part of the retention scheduling activities.

5.3 **Jail Management**
Boulder County's expectation is that the proposed solution will provide a full set of features and functionality that allows staff to work more effectively and efficiently, giving our personnel to concentrate on provide better services to the community we serve. Please provide detailed answers to the items below.

5.3.1. Please explain if the jail management system integrates with the other solutions or modules proposed.

5.3.2. Please explain if the jail management system has the same user interface as the other solutions or modules proposed.

5.3.2.1. If the jail management system does not have the same user interface and experience as the other modules, please explain plans to integrate the interfaces.

5.3.3. Please explain if the data entered into the jail management system is made available to the other solutions or module at the time it is entered into the system.

5.3.4. Please explain the workflow capabilities of the jail management system.

5.3.4.1. If there is workflow capability in the jail management system, please explain if the workflows are available to other solutions or modules in the system.

5.3.4.2. If there is workflow capability in the jail management system, please explain how the system enables inmate management.

5.3.4.3. If there is workflow capability in the jail management system, please explain how the jail management system tracks events and activities of inmates and deputies.

5.3.4.4. If there are dashboard capabilities, please explain if the dashboard can be set up per division, per team, and/or per user.

5.3.5. Please explain if the jail management system can be accessed in the field using mobile devices.

5.3.6. Please explain how security and roles work in the system.

5.3.7. Please explain if the security and roles in the jail management system control permissions in other solutions or modules in the system.

5.3.8. Please explain if the system has program management functionality.

    5.3.8.1. If the system has program management capability, please explain how programs are set up.

    5.3.8.2. If the system has program management capability, please explain how scheduling is done in the system

    5.3.8.3. If the system has program management capability, please explain how program progress is tracked.

    5.3.8.4. If the system has program management capability, please explain if the system can do complex calculations.

5.3.9. Please explain if the system can create, capture, track, and audit incident reports, as well as how the system enforces security and access to the incident reports.

5.3.10. Please explain what capabilities the system has regarding the classification of inmates as well as what risk assessment tools are used in the classification process. Please explain how roles and security limit access to this information.

5.3.11. Federal and State statutes require separation of adult and juvenile data. Please explain your recommendation on the separation of adult offender data from juvenile offender data.

5.4 Mobile Access

A mobile workforce is an important component of the daily operations of Boulder County. Provide information on the mobility capabilities of the system being proposed and explain how it will allow Boulder County to meet its goal of providing mobile solutions to our employees. Also, please provide details about the following:

5.4.1. Provide information on how personnel in the field link directly to the RMS, JMS and all other proposed modules, giving complete access to information from mobile phones, tablets, and other mobile devices.

5.4.2. Please explain the platform(s) the mobile applications are built on.

5.4.3. Please explain if mobile application provides real-time data and how the platform provides that real-time data.

5.4.4. Please explain if the system utilizes a mobile application, desktop application, or other type of solution on mobile devices such as phones, tablets, MDC's, and other mobile technologies.

5.4.5. Please explain how users read and enter case information in RMS, JMS, and other solutions proposed utilizing mobile technologies.

5.4.6. Please explain how the system allows system wide searching capabilities utilizing mobile technologies.

5.4.7. Please explain if the system has the capability to use native features of mobile devices, such as the camera, voice recorder, and other functionality of the mobile device to capture data such as crime scene evidence, mobile dictation of reports,

and other applicable uses.

5.4.8. Please explain if the mobile solution can create audit trails and logs user activity.

5.4.9. Please explain how the solution addresses situational awareness.

5.5 Mobility

Colorado is a mountainous state and has areas where connection to our network is minimal to non-existent. Provide information on how the system will address situations where we have little to no connectivity to the system.

5.5.1. Provide information on how the application will handle the need to have a persistent connection to the system.

5.5.2. Please explain, for each proposed solution, if data can be entered offline and how it syncs with the solution once network connectivity is restored.

5.5.2.1. If the system does not currently have the ability to enter data offline, please explain the roadmap to include this functionality.

5.5.3. Please explain how the system encrypts communications using mobile devices, vehicle tablets, vehicle MDT's, etc.

5.6 Data Conversion

Provide your recommendations for data conversion. The county requires retention and access to historical data (at least through statutory requirements on records retention and for retention and audit). The county also understands that converting all statutory historical data would require a large effort, at a large cost.

5.6.1. Using Attachment 12 (Data Conversion) please provide estimates of the level of effort required to convert existing data including detailed transaction records and provide recommendations on how you would approach a cost-effective and efficient data conversion as well as historical data retention.

5.6.2. Also provide a description and your recommendations for cross-walking from current to proposed data structure.

5.6.3. Provide your recommendations for cut-over from the current public safety application to new public safety application.

5.7 Reports and Forms

Provide information on reporting, query and analysis capabilities and tools, including standard 'out-of-the-box' reports and online queries, ad hoc queries, end-user report development for recurring reports. Provide samples of standard reports.

5.7.1. Please explain if the system has a built-in report writing tool.

5.7.1.1. If the system has a report writing tool, does the tool have drag and drop capability?

5.7.1.2. If the system has a report writing tool, does the tool have the capability to allow data personnel to write queries to retrieve data.

5.7.1.3. If the system has a report writing tool, does the tool have the capability to query data outside of the system.

5.7.1.4. If the system has report writing capability, can the system schedule automatic generation of reports.

5.7.1.4.1. Please explain if the system can send reports outside the system and what methods of delivery are available (e.g., email, fax, print, file export, etc.)

5.7.2. Please explain if the system can create standard and adhoc forms.

5.7.2.1. If the system can create forms, please explain how those forms are created.

5.7.2.2. If the system can create forms, please explain if the system can import reports and what report formats can be imported.

5.7.2.3. If the system can create forms, please explain if there is a forms designer.

5.8 **Data Analytics and Analysis**
Provide information on data analysis capabilities and how data from the system can be utilized to conduct crime and statistical analysis and present that data as well as present data to internal and external customers. Please explain how the system handles the following:

5.8.1. Please explain if the system has ESRI Mapping functionality.

5.8.2. Please explain if the system can report on crime analysis using RMS, JMS, and data from other solutions or modules of the system as well as outside data.

5.8.3. Please explain if the system can identify trends based on the data made available in the system.

5.8.4. Please explain if the system can report on Operational, Tactical, and Strategic analysis of the data in the system.

5.8.5. Please explain if the system can report, generalize, and summarize data based on current and past data.

5.8.6. Please explain if the system has Predictive Policing capability utilizing data in the system.

5.8.7. Please explain if the system has Predictive Analytics capability utilizing data in the system.

5.8.8. Please explain if the system can create dashboards, charts, and present crime data in a format easy to understand by our agency, community leaders, and the community.

5.9 **Interfaces**
Refer to Attachment 14 (Interface Requirements) and provide information about existing APIs or other utilities for interfacing the Public Safety application with other systems utilized at Boulder County.

5.10 **Citizen Portal**

5.10.1. Please explain if the system can create maps, charts, and reports for current and historical data, as well as provide analytics on any data point in the system.

5.10.2. Please explain if the system can allow citizens to do online reporting.

5.10.3. Please explain if the system can handle open records requests.

5.10.4. Please explain if the system can allow citizens to search in custody inmates.

5.10.5. If the system can publish inmate information, can the system limit the data published based on predefined criteria.

5.10.6. Please explain if the system can publish reports.

5.10.6.1. If the system can publish daily reports, please explain if those reports can be scheduled to be published at defined intervals.

5.11 Electronic Citations and Electronic Summons

Today, Boulder County utilizes a manual, paper process of issuing citations and summons. Our goal is to move away from our manual processes and enter the world of electronic citations and electronic summons. In the world of electronic ticketing, accurate data collection is essential to how law enforcement and court personnel enforce the law in an effective and efficient manner. In the enforcement of laws, it is important that law enforcement agencies have a robust data collection tool capable of capturing data for issuing and processing citations and summons.

Please explain how the proposed electronic citations and summons solution will allow Boulder County to move from a manual paper process to a fully electronic solution that allows us to verify and capture data, as well as issue citations and summons in an electronic solution. Also explain how the system integrates with the other applications and modules of the proposed solution as well as with outside state and federal agencies.

5.12 Fingerprinting

Boulder County currently utilizes a third-party finger print solution. Our goal is to have a native, integrated solution to capture, store, process, and transmit finger print information to the RMS, JMS, and outside state and federal agencies.

5.12.1. If the system has a native, integrated finger print solution, please explain how the solution works.

5.12.2. If the system does not have a native, integrated finger print solution, please explain how the system integrates with third-party finger print solutions.

5.13 Mug Shots

Boulder County currently utilizes a third-party mugshot solution. Our goal is to have a native, integrated solution to capture, store, process, and transmit mugshot information to the RMS, JMS, and outside state and federal agencies.

5.13.1. If the system has a native, integrated mugshot solution, please explain how the solution works.

5.13.2. If the system does not have a native, integrated mugshot solution, please explain how the system integrates with third-party solutions.

5.14 Property and Evidence

Boulder County currently utilizes a third-party property and evidence solution. Our goal is to have a fully integrated, native property and evidence solution. Please explain if the

proposed solution has an integrated property and evidence module.

5.14.1. If the system has an integrated property and evidence solution, please explain how the system manages physical and digital evidence.

5.14.2. If the system has an integrated property and evidence solution, please explain how the system tracks evidence through the chain of custody.

5.14.3. If the system has an integrated property and evidence solution, please explain how the system creates and manages property locations such as individual rooms, lockers, shelves, and other locations.

5.14.4. If the system has an integrated property and evidence solution, please explain how the system barcode functionality works.

5.14.5. If the system has an integrated property and evidence solution, please explain how the system allows the logging and indexing of property and evidence.

5.14.6. If the system has an integrated property and evidence solution, please explain how security and roles are configure in the system to only allow authorized personnel to have access to manage the disposition of evidence.

5.14.7. If the system has an integrated property and evidence solution, please explain the audit trail functionality of the system.

5.14.8. If the system has an integrated property and evidence solution, please explain if the system has the capability to integrate with outside solutions.

5.15 **Personnel**

5.15.1. If the system has a personnel module, please explain how employee information is entered, tracked, and maintained in the system.

5.15.2. If the system has a personnel module, please explain if it can create a unique administrative number that can be assigned to individuals.

5.15.3. If the system has a personnel module, can it track an individual's career path (e.g., hire, transfer, promotion, etc.)

5.15.4. If the system has a personnel module, does it have the capability to capture emergency contact information. If so, does the system have functionality that notifies individuals to update their information on a predefined schedule.

5.15.5. If the system has a personnel module, please explain if the system can track employee certifications.

5.15.6. If the system has a personnel module, can the system track the shift an individual is assigned to.

5.15.7. If the system has a personnel module, can the system create employee identification cards.

5.15.8. If the system has a personnel module, can the system track an individual's badge number.

5.16 **Sex Offender Registration Module**

5.16.1. Please explain if the system has a sex offender registration module.

    5.16.2. If the system has a sex offender registration module, please explain the registration, tracking, and notification process.

    5.16.3. If the system has a sex offender registration module, please explain the process for entering sex offender registration data.

    5.16.4. If the system has a sex offender registration module, please explain if the system can be configured to create notifications based upon predefined data.

5.17 Licensing and Permitting

    5.17.1. Please explain if the system has a licensing and registration module.

    5.17.2. If the system has a licensing and registration module, please explain the process for setting up a license or permit in the system.

    5.17.3. If the system has a licensing and registration module, please explain if the system can be configured to create notifications based upon predefined data.

    5.17.4. Please explain if the system can print licenses and permits.

6. Implementation Approach, Plan and Deliverables
This section should describe the proposed implementation plan.

6.1 Explain the proposed approach and plan for implementation, including:

    6.1.1. Proposed implementation phases including scope and components

    6.1.2. Key milestones and deliverables, and how they relate to the implementation approach and activities

    6.1.3. Implementation tasks and activities including data conversion, configuration design and set-up, data interfaces / integration, quality assurance, training, etc.

    6.1.4. How the proposed approach addresses common Public Safety project risks and challenges including cross-organizational roles and user groups, documentation, training, and project management.

6.2 Describe the proposed vendor staffing for the project including:

    6.2.1. Roles and responsibilities

    6.2.2. Number of vendor staff assigned to each role and approximate allocation of each resource

    6.2.3. Activities completed on-site vs. off-site

6.3 Describe recommended county staffing for the project including (reference RFP Section C, Scope of Project for a description of the county's current project organization, roles and staffing):

    6.3.1. Roles, responsibilities and skills / competencies for each role

    6.3.2. Number and allocation for each staff member including time spent with and without vendor staff

    6.3.3. Complete Attachment 9 (Staffing).

6.4   **Describe proposed project management services including:**

    6.4.1. Responsibilities of vendor project manager and of county project manager

    6.4.2. On-site presence of vendor project manager as well as key functional team leads and subject matter experts.

    6.4.3. Communications approach and plan

    6.4.4. Progress, schedule and budget monitoring and reporting

    6.4.5. Risk Management approach, including escalation

6.5   **Described proposed quality assurance and testing approach and plan, specifying activities, roles and responsibilities including performance, functional and usability testing.**

6.6   **Described proposed training approach and plan. Explain how training materials are developed to include business process decisions, system capabilities, and organizational roles, etc.**

    6.6.1. Specify how and when training is to be delivered (e.g. on-site, off-site, web- based, etc.)

    6.6.2. Explain roles and responsibilities the county is expected to provide for the training effort including but not limited to training coordination, training material development, training delivery, etc.

    6.6.3. Provide examples of training agendas and training materials

    6.6.4. Identify specific training strategies or adult-learning techniques used on the project to improve knowledge transfer and retention

    6.6.5. Provide sample end-user documentation / job-aids (online links acceptable)

6.7   **Describe recommended change management approach and services.**

6.8   **Describe proposed implementation deliverables (required deliverables listed in Section C, Project Scope).   The county considers project documentation to be a critical part of both the success of the project and the county's ongoing success with the software. Vendors should review RFP Section C.1, Scope of Project and provide specific deliverable examples.** *Note: For this response, vendors can select one function or process and respond based on the representative process. The focus of this section is to demonstrate how implementation deliverables will be used and the importance of deliverables as a form of quality assurance.*

    6.8.1. Process: Comment on process changes, recommendations, or best practice guidance.

    6.8.2. Provide examples or show templates of how this would be identified in one of the proposed implementation deliverables

    6.8.3. Provide sample of a business process assessment / system design document.

    6.8.4. Configuration: Provide example deliverables / templates of how implementation configurations would be documented

        6.8.4.1.   Identify now configuration decisions will be reached and documented

6.8.4.2. Identify how configuration decisions will track to the county's requirements

6.8.4.3. Explain how configuration documents will be used to create test plans and scripts

6.8.5. Quality Assurance: Provide description of testing procedures that will be used

6.8.5.1. Provide examples or sample templates of test scripts

6.8.5.2. Explain and show how test results are tracked and managed

6.8.6. Project Management: Provide illustrations of project management artifacts

6.8.6.1. Sample Project Management Plan

6.8.6.2. Sample Project Schedule

6.8.6.3. Sample Status Report

6.8.6.4. Sample Communication Plan

6.8.6.5. Sample Detailed Scope Document

6.8.6.6. Sample Risk Management Plan

6.8.6.7. Sample Issue Management Plan

7. **Post Implementation Support Services**
   The proposal should describe post-implementation and on-going support services available, including, but not limited to:

   7.1   Complete Attachment 8 (Maintenance and Support)

   7.2   Service desk support services

   7.3   Application support services, e.g. interface development, customization

   7.4   Setup / Configuration services

   7.5   Training (instructor-led, web-based, conferences, etc.)

8. **Criminal Justice Information Services CJIS**
   The proposal should describe proposers Criminal Justice Information Services (CJIS) Compliance as required by Federal, State, and Local government agencies. Boulder County encourages proposers to participate in the Colorado Bureau of Investigations (CBI) CJIS Vendor Management Program. Information about the program can be found on the CBI CJIS Vendor Management website: https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program. We strongly encourage bidders to participate in the program.

   8.1   Required Compliance with CJIS Policies

   8.1.1. Criminal Justice Information (CJI) refers to all CJIS-provided data necessary for law enforcement agencies to perform their mission and enforce the laws. The Criminal Justice Information Services (CJIS) Security Policy provides a minimum set of security requirements for access to FBI and related CJIS systems and

information for the protection and safeguarding of CJI. The proposal should describe how the proposer's systems meets CJIS and CJI requirements and policies as well as how it meets FIPS 140-2 and NIST compliance.

8.2 CJIS Requirements

8.2.1. The Federal Bureau of Investigations, Colorado Bureau of Investigations, and Local regulations require that any person who has direct access and indirect access to CJIS data meet certain requirements. Proposer must meet the following requirements:

8.2.1.1. Any person on the project who has access to CJIS and CJI data must:

8.2.1.1.1. Be finger printed

8.2.1.1.2. Go through a background check

8.2.1.1.3. Be CJIS trained and participate in continued CJIS training per FBI requirements

8.2.1.1.4. Sign the FBI addendum. See Attachment 14

8.2.1.1.5. Sign the CJIS Vendor Agreement. See Attachment 15

8.2.1.1.6. Participate in auditing activities

8.2.1.2. CJIS Compliant System

8.2.1.2.1. Proposer's proposed solution must be CJIS compliant. The proposed solution must have the capability to ensure Boulder County will stay compliant with all FBI CJIS requirements.

8.2.1.2.2. The system must be FIPS 140-2 compliant, NIST compliant, and provide Boulder County the ability to be compliant with the FBI Security Policy.

9. Pricing - SUBMIT UNDER SEPARATE COVER
Proposers should submit their price proposal in a separate and sealed packet according to the format provided in Attachment 11 (Cost) to this RFP. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law. Payments will be made for milestone / deliverable completion and acceptance by the county.

9.1 Identify milestones / deliverables and associated itemized and total pricing.

9.2 Complete and submit Attachment 11 (Cost).

9.2.1. Proposers must submit pricing information in the format provided in this RFP. You may supplement the provided format with addition information if needed.

9.2.2. Attachment 11 (Cost) should include total price for all software, services, hardware and additional costs to implement proposed solution, including third party product and service prices. If vendors submit multiple pricing formats, the county will consider pricing on Attachment 11 (Cost) to be the official pricing.

9.2.3. All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Proposers are required to fill in

deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure) Additional detail may be provided to further explain deliverable/task costs.

9.2.4. Proposers should include all software modules and state any limitations on module use, e.g. user count. If no limitations are listed, the county will consider that pricing is based on full enterprise wide access for the county.

9.2.5. On Attachment 11 (Cost, 'Other' tab), provide any hourly / rate-based or usage-based costing information, e.g. service rate for change requests, additional licenses, etc.

9.2.6. Costs listed as "to-be-determined" or "estimated" will result in an incomplete evaluation.

9.2.7. Proposers must submit implementation costs as rates that include all estimated travel or other expenses.

9.2.8. By submitting a proposal, all proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones.

Scope of Project

Project Scope

The project's required and optional functional scope for solution procurement and implementation is summarized in the following table, cross-referenced to processes within each function. Specific requirements for each category listed below are detailed in Attachment 10 (Functional Requirements).

1. The county expects that the project will result in the following business processes being implemented and, in some cases, has identified several process improvements.

2. Additionally, the county expects that the vendor will provide process documentation, process analysis, and process improvement services for other related administrative processes under this scope and the functional requirements listed in Attachment 10 (Functional Requirements).

Functional Process Scope

Functional Category	Process
Records Management System	• CAD to RMS Data Transfer • Case Report Data Entry into the System • Case Report Approval and Assignment Process • Supplemental Report Follow-Up Investigation • Case Management Process • NIBRS Quality Control Process • Case Dissemination • Sealing and Expungement of Records • Capture and Review eCitations/eSummons /Accidents • Use of Force Entry • Directed Patrol Entry • Field Interviews • Case File Indexing
Jail Management System	• Admissions and Releases • Receive of Internal and External Arrest Data • Inmate Tracking and Management • Events and Activity Tracking for Inmates • Events and Activity Tracking for Jail • Disciplinary Hearings, PREA, Grievances. • Incident Reporting • Entering and Tracking Disciplinary Sanctions • Classification Process • Inmate Programming • Alternative Sentencing • Bonding Process
Analytics, Dashboards, and Data Management	• Data Integrity • Data input and output • Data display and rendering • Administration of Data • Data manipulation

Citizen Portal	• Management and Administration of Data
	• Data Integrity
	• Data input and output
	• Data display and rendering
	• Administration of Data
	• Data manipulation

Process Improvement

County staff participated in numerous current and future state process mapping sessions as input to this RFP. During the sessions, process improvements were identified and subsequently discussed with the project's Sponsors and Executive Advisory Board. Following is a sampling of the significant changes anticipated because of this project:

1.1. Use system workflow vs. email and paper

1.2. More direct entry and more automated integration

1.3. Reduce redundant entry of data throughout the entire system

1.4. Minimize the risk of errant data entry

1.5. Leverage mobile technology to decrease manual processes

1.6. Leverage native system capabilities for reporting and reduce the need for external reporting tools.

1.7. Reduce the number of interfaces it takes exchange information

1.8. Utilize current interfaces and technology to increase work productivity

1.9. Leverage system notifications to increase work productivity and awareness of system activities.
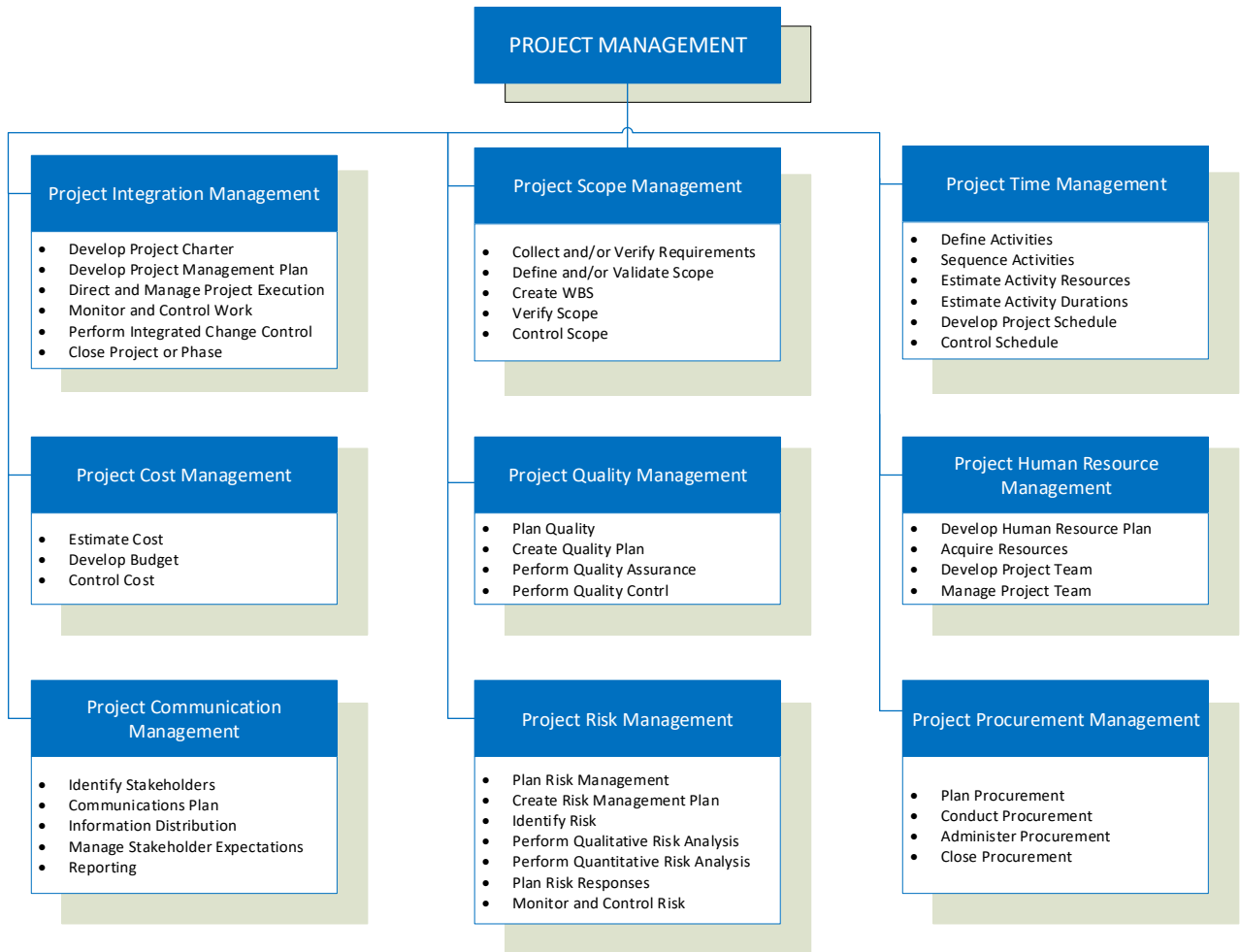
Implementation Deliverables

To ensure quality throughout the implementation, the county's project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the vendor, in collaboration with county staff designated by the county project manager and will be formally presented to the county for review and acceptance sign off. For projects with multiple phases, the county expects each phase to contain each deliverable.

1. Project Management Planning and Project Schedule. Project Management Planning will include Project Management Plan, Charter, Stakeholder Identification, Communication Plan, Detailed Scope Document, Budget Allocation Tracking, Risk Management Plan, Quality Management Plan, and other work product. Project Schedule will create a work breakdown structure (WBS) detailing tasks for the entire project that includes task description, resource names, start and due dates, and predecessors / successors. Tasks on the project schedule will include implementation activity, deadlines, milestones, sign offs, review periods, and deliverables.

2. Technical Design Document(s). Technical documentation will include, but will not be limited to System Architectural diagrams, database diagrams, data type definitions,

entity-relationship diagrams, configuration manuals, interface documentation, API documentation, and other deliverables as needed.

3. Application Design Document(s). Work product that identifies both the current and future state business process decisions as well as application architecture, set-up and configuration decisions for each in scope business process and system feature. System design documentation will be organized by business process and contain recommendations, county decisions, and detailed process and system documentation.

4. Test Approach, Scenarios and Scripts – Test approach will describe the types and objectives of proposed quality assurance tests, as well as the method for tracking test results. Scenarios and scripts will be based on the functional requirements and application design document(s).

5. Training and Documentation – Complete documentation on how to use the configured system, as well as documentation on how to maintain and enhance the configuration. Vendors should propose services to train staff on configuration maintenance and on how to use the software and operate within new business processes.

Every project creates a unique product, service, or result. As such, the project will also adhere to the following project management processes and deliverables, utilizing a collaborative approach between Proposer and County, to developing the deliverables. See the below Project Management diagram.

```
                          PROJECT MANAGEMENT
```

Project Integration Management

- Develop Project Charter
- Develop Project Management Plan
- Direct and Manage Project Execution
- Monitor and Control Work
- Perform Integrated Change Control
- Close Project or Phase

Project Scope Management

- Collect and/or Verify Requirements
- Define and/or Validate Scope
- Create WBS
- Verify Scope
- Control Scope

Project Time Management

- Define Activities
- Sequence Activities
- Estimate Activity Resources
- Estimate Activity Durations
- Develop Project Schedule
- Control Schedule

Project Cost Management

- Estimate Cost
- Develop Budget
- Control Cost

Project Quality Management

- Plan Quality
- Create Quality Plan
- Perform Quality Assurance
- Perform Quality Contrl

Project Human Resource Management

- Develop Human Resource Plan
- Acquire Resources
- Develop Project Team
- Manage Project Team

Project Communication Management

- Identify Stakeholders
- Communications Plan
- Information Distribution
- Manage Stakeholder Expectations
- Reporting

Project Risk Management

- Plan Risk Management
- Create Risk Management Plan
- Identify Risk
- Perform Qualitative Risk Analysis
- Perform Quantitative Risk Analysis
- Plan Risk Responses
- Monitor and Control Risk

Project Procurement Management

- Plan Procurement
- Conduct Procurement
- Administer Procurement
- Close Procurement

Hosted Services and/or Software as a Service

The county is interested in receiving proposals for both on premise solutions and those hosted externally and / or managed as software-as-a-service. Proposals may include information and pricing for multiple hosting platform options. For sizing and pricing purposes, please describe a solution that includes:

1. Environments for production, testing / maintenance, training, and disaster recovery environments.

2. Disaster recovery environment options – cold, warm, hot

3. Complete appropriate sections of Attachment 7 (Information Technology Requirements and Information Requests)

Target Implementation Time Frames

The county is targeting to have a contract complete mid-3$^{rd.}$ quarter of 2020 and would expect implementation to begin approximately two weeks after the contract is fully executed by both parties. The county would anticipate a go-live of no later than the end of Q2 2022. The county's annual budget cycle begins mid-year and extends through the mid-December statutory submission deadline. The implementation plan and schedule would need to accommodate the annual budget processing cycle.

Project Staffing

1. The county understands that appropriate staffing is important to this project's success and is committed to engaging the right resources. The following table describes resources the county expects to be available for the project and estimate allocation.

2. Vendor proposals should provide information and recommendations regarding county staff roles, skills and allocations, based on prior implementation experiences and the county's requirements, transaction sizing and other relevant staffing criteria.

County Staff Role	Estimated Implementation
Project Sponsors and Executive Advisory Board (11)	5-10% per sponsor / member
Project Manager	100%
Project Business Analyst(s)	100%
Functional Leads (approx. 14 staff)	75%-100% (varies by functional area)
Department Subject Matter Experts (approx. 50 staff)	50-100% per staff (varies by functional area)
Technology Lead	50-100% (varies on stage of project)
Other Technology staff (e.g. DBA, system administrator, network, application developer,	25-100% per staff (varies on stage of project)

Project Organization

The county has identified the following roles and expects to manage and support the project using the structure defined below.

- These roles represent the assessment and RFP phase.
- The Business Analyst, Functional Lead, SME and Technical staff roles will evolve for implementation with responsibilities designated for design, testing, training, documentation, etc.

Role	Responsibilities
Executive Sponsor	• Ultimately accountable for project results • Provide vision, oversight and endorsement for the project • Champion project objectives and plans with county executives and elected officials Make high-level business decisions for the project, especially those related to policy, and with cross-organization impact • Approve changes to scope, schedule and / or budget • Ensure resolution of issues escalated by the Project Sponsor
Project Sponsor	• Provide project direction • Review and approve high level project plan • Ensure budget and staff resources are provided in a timely manner • Consult and advise on issues escalated by the Project Manager • Help resolve issues affecting the project's ability to proceed and succeed • Approve changes to scope, schedule and / or budget
Executive Advisory Board (EAB)	• Champions the project at the senior level and across organization. • Advises Executive Project Sponsor on project direction • Alerts Executive Project Sponsor to any issues or concerns expressed by other county executives, elected officials or department staff members. • Resolves strategic and policy issues escalated by the Executive Sponsor.
Project Manager	• Develop and maintain project plan and schedule • Responsible for project plan and deliverables on schedule and budget • Manage issue resolution, escalating to Sponsors and EAB when necessary. • Resolve project-level issues and maintain risk management plan • Provide status reports Project Sponsors and Executive Advisory Board • Develop and execute the communication plan • Develop and execute implementation transition plan • Ensure technical architecture meets information technology recommendation and that deviations are approved and documented.
Project Business Analyst	• Work with project team to achieve project deliverables on schedule including requirements, RFP, solution evaluation, and solution recommendation • Provide process and application integration consultation to team and foster cross-organizational collaboration • Alert Project Manager to any issues or concerns regarding the project scope, schedule, resources, deliverables
Functional Leads	• Work with project team to achieve project deliverables on schedule and within budget. • Participate in RFP development and solution evaluation process • Provide process and functional subject matter expertise • Document operational processes and procedures • Alert Project Manager to any issues or concerns regarding the project

Department Team Members / SMEs	• Work with project team to achieve project deliverables on schedule and within budget. • Participate in RFP development and solution evaluation process • Provide Dept. / Office subject matter expertise – process, usage, requirements • Document department's operational processes and procedures as needed • Help communicate project information, as provided by Project Manager, to Dept. / Office staff • Alert Project Manager to any issues or concerns regarding the project
Business process and product Consultants	• Work with project team to achieve project deliverables on schedule including requirements, RFP, solution evaluation, and solution recommendation • Provide process consultation and subject matter expertise to Sponsors, EAB team and department / office points of contact and foster cross-organizational collaboration • Alert Project Manager to any issues or concerns regarding the project scope, schedule, resources, deliverables

Statement of Work

The county will require the development of a detailed statement of work, including a high-level project plan that will be incorporated into the contract and will include the following, at a minimum:

1. Project scope
2. Project roles and responsibilities
3. Project milestones and payment schedule
4. Preliminary project schedule of tasks, deliverables, resources, and dates
5. Project resources
6. Project scope and budget change control procedures
7. Project Risks and Risk Management Procedures

Number of Users

End-users will include staff from all organizational units who will perform functions spanning application administration, data entry, transaction approval, operational reporting and management reporting. Reference the Functional Requirements for a description of access authorization desired. The following user counts are estimated. Proposals should include services to complete implementation and any appropriate training services to prepare all county staff for using the system.

Type of User	Estimated User Count
System Administrators – Business Config	30
System Administrators – Technical Config	10
Records Management Users - Internal	450
Records Management Users – External limited use	800

Jail Management Users - Internal	450
Jail Management Users – External limited use	800
eCitations and eSummons	100

Interfaces

Referencing Attachment 13 (Interfaces), vendors should respond to each interface requirement in Attachment 10 (Functional Requirements) to identify the proposed scope. Any positive response – "Y" or "Y-ND" is considered in-scope and all pricing for the proposed scope included in the submitted milestone pricing. Interfaces with the county's existing systems are critical to the project success.

Data Conversion

The county understands the level of effort required to convert data and is interested in converting only essential data required for the new system. Proposers are required to complete Attachment 12 (Data Conversions) and indicate the proposed data conversions that are included in scope.

Current Applications and Interfaces

The following applications and interfaces are used by the organization for public safety functions or represent applications that may generate a material volume of data related to our public safety solution. Information about their replacement is provided for the proposer's convenience. The county intends to discuss the future use and integration of applications during software demonstrations and contract negotiations. Please also see Attachment 13 (Interfaces).

Vendor	Application/Interface	Functionality	In Scope for Replacement	In Scope for Interface
Adventfs	Pay My Jailer	Inmate Payment	No	Yes
Appriss Safety	Apprise/Vine	Victim Notification	No	Yes
Aramark/TouchPay	Core Banking	Inmate Funds	No	Yes
CorrecTek to Core Banking	Core Banking	CorrecTek	No	Yes
Boulder County Internally	Jail Daily Listing	Publishes Daily Jail	Yes	Yes
Boulder County Internally	Jail Daily Booking		Yes	Yes
Boulder County Internally	Sheriff Training	Range Training Sign-up	Under Consideration	Yes
Boulder County Internally	Tiburon X-Reference	Historical Reference	Under Consideration	Yes
Central Square	Tiburon	Records Management	Yes	No
Central Square	Tiburon	Jail Management	Yes	No
Central Square	CAD to RMS	Transfer CAD to RMS	Yes	Yes
Central Square	Proxy CAD to RMS	CCIS and RMS Query	Yes	Yes
Central Square	TIPS Interface	Data Transfer Interface	Yes	Yes
CorecTek	CorrecTek Photos	Booking Photo Interface	Yes	Yes
CorrecTek	Tiburon CorrecTek	Medical Information	No	Yes
General Data Company	Evidence Hound	Property and Evidence	Yes	Yes
ICSolutions	Inmate Calling System	Inmate Calling System	No	Yes
IDEMIA	LiveScan	Fingerprint	Yes	Yes
Numerica	Lumen	Search and Analytics	No	Yes
SAP	Crystal Reports	Reports and Reporting	Yes	Yes
Securus Technologies	Telerus Jail IVR	Inmate and Facility	No	Yes
BI2 Technologies	IRIS	Iris Scanner	No	Yes
Central Square	TIPS	Mug Shots	Yes	Yes
Wellpath	RISE	Mental Health	No	Yes

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 $3,000,000

Automobile Liability $1,000,000 Each Accident
                              *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
                              Statutory limits

Professional Liability or Technology Errors and Omissions
                              $3,000,000 Per Loss
                              $3,000,000 Aggregate
                              Coverage maintained or extended discovery period for 2 years

Third Party Fidelity or Crime Insurance
                              $1,000,000 Per Loss

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.

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
	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.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

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:

- The extent to which proposed solution fulfills Boulder County's stated requirements.
- Overall cost of vendor's proposal
- Implementation and Project Management Approaches
- Assessment of the ability of the vendor to deliver within the specifications of the RFP
- Assessment of the solution architecture and system integrations
- References

An approximate schedule for proposal evaluation and vendor selection is summarized in the following table. The county reserves the right to change the dates as needed.

Milestone	Due Date(s)
1. RFP released	08/13/2019
2. Bidders submit RFP questions to county	08/27/2019, 2:00 PM MST
3. County responses to RFP questions released (issued as RFP Addendum)	09/13/2019, 2:00 PM MST
4. Bidders Proposals due to county	10/31/2019, 2:00 PM MST
5. County notifies Bidders regarding selection for software demonstrations and implementation presentations /	01/10/2020, 2:00 PM MST
6. Bidders do software demonstrations and implementation presentations	Mid-January – Mid-March, 2020
7. County notifies Bidders of selection for Discovery sessions	Mid-March 2020
8. County and Bidders conduct Discovery sessions	April 2020
9. County notifies winning Bidder	June 2020
10. Award and Contracting	June – August, 2020

Demonstrations & Presentations

Software demonstrations and implementation presentations will be held on-site at the county's offices and should cover all functional areas proposed in the vendor's bid. The county expects to

elevate up to four (4) bidders for demonstrations. Demonstrations will include both presentations on software and implementation services. It is expected Demonstrations will be scheduled over a four (4) day period. We recommend that key members of the vendor's implementation staff proposed for this project be present at the demonstration and lead presentations.

1. To avoid unnecessary delays, the county expects that vendors will be available for software demonstrations and on-site Discovery sessions on the dates identified in the preceding timeline.

2. Please identify any potential issues or schedule conflicts with these timeframes using E.2 Attachment 2 (Signature Page).

3. Vendors that cannot demonstrate their software during the dates identified by the county may be eliminated.

4. The agenda and software demonstration scripts will be distributed to vendors that have been elevated for software demonstrations in advance of the demonstrations. Software demonstrations will also include a discussion on implementation approach and recommendations.

Discovery Sessions

After software demonstrations the county expects to elevate one (1) or two (2) vendors to the Discovery sessions. Discovery sessions will consist of additional on-site meeting(s) with vendors to focus on implementation specifics such as implementation approach, proposed timeline, key resources, etc.

1. Each elevated vendor will receive a Request for Clarification (RFC) letter that will ask vendors to clarify any parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session.

2. It is the expectation of the county that all key vendor project team members will be available for the on-site Discovery sessions.

Vendors not previously elevated initially to demonstrations or discovery may be elevated at a later date.

Evaluation Criteria

The county's evaluation team will consider how well the vendor's software and services meet the needs of Boulder County as described in the vendor's proposal response. The following elements will be the primary considerations in evaluating submitted proposals:

1. The extent to which proposed solution fulfills Boulder County's stated requirements.

2. An assessment of the Vendor's ability to deliver the solution in accordance with the specifications set out in this RFP.

3. The Vendor's experiences and record of past performance in delivering solutions like those proposed.

4. Overall cost of Vendor's proposal.

The submitted proposal will be a primary source of information used for the initial evaluation. Please include all required and appropriate information with your proposal. The evaluation team will review all proposals received and will then elevate a certain number of vendors to participate in the demonstrations and presentation activities.

Based on the proposals, demonstrations, presentations and reference calls, more specific criteria that will be used to evaluate the proposed solutions and services includes, but is not limited to the following:

1. Overall understanding of the county's needs

2. Proposal response to Attachment 10 (Functional Requirements) and software demonstration corroboration of capabilities

3. Project Management approach, including communications and risk management

4. Implementation approach, services and staff qualifications

5. Experience with similar organizations

6. Technical application and platform architecture / platform

7. SaaS and / or Managed Hosting Services and Service Level Guarantees (if proposed)

8. Solution integration with other county applications

9. Post-implementation support and services

10. Component and total costs – implementation and post-implementation

11. Acceptance of contract Terms and Conditions

The county's evaluation team will make recommendations to be approved by the project's Executive Sponsors and Executive Advisory Board to elevate proposals for software demonstrations, discovery, and final award.

Contract Award and Execution

1. Boulder County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to Boulder County.

2. The vendor selected as the apparently successful vendor will be expected to enter into a contract with Boulder County including terms similar to those presented in the copy of Boulder County's Standard Contract. If the selected vendor fails to sign and return the contract within ten (10) business days of delivery of the final contract, Boulder County may elect to cancel the award and award the contract to the next-highest-ranked vendor.

3. No cost chargeable to the proposed contract may be incurred before the vendor has received a fully executed contract.

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
The extent to which proposed solution fulfills Boulder County's stated requirements.	35
Overall cost of vendor's proposal	25
Implementation and Project Management Approaches	10
Assessment of the ability of the vendor to deliver within the specifications of the RFP	10
Assessment of the solution architecture and system integrations	10
References	10
Total Possible	100

Expected Contract Terms and Conditions

Boulder County's contractual terms and conditions are included in the Sample Contract included with this RFP, in addition to the terms and conditions set forth below. **Please note any exceptions to your willingness to comply with each condition per the instructions in Section B.2 of this RFP**. Contract terms in the final agreement may include but will not be limited to those listed below. The County will carefully evaluate any exceptions to the terms and conditions set forth in the Sample Contract and listed below. Note: the following does not include terms and conditions that may be required for an external hosting / SaaS agreement.

Key Personnel

The county requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the county's key personnel provision include:

1. The county shall have the ability to interview and approve key vendor personnel proposed by the vendor.
2. The county shall have the right to dismiss vendor personnel from the project.
3. Vendor key personnel may not be removed from the project without the county's approval.

Implied and Express Warranty

The Proposer will expressly warrant that the implemented system will conform in all material respects to the in-scope requirements and specifications as stated in the bidder's proposal, including the functional requirements in Attachment 10 (Functional Requirements) for a period no less than 12 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the county by any other clause of this proposal.

Express Warranty Remedy

The county requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

System Acceptance

For purposes of acceptance of the system (or portions thereof), the county intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

1. "Conditional Acceptance" will occur at or prior to go-live. The county will have up to forty- five (45) days to test the system ("pre-live testing") before going live.
2. The county will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the county's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the county by the vendor during the project.
3. If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the county will issue "Final Acceptance." The 90-day time frame for Final Acceptance

shall be extended if problems are found in the live test. Specifically, the county expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

Milestones

The county requires that all payments be based on successful completion of milestones. After the county's acceptance of the milestone, the vendor will invoice for applicable milestone payment per the contractual terms.

Additional Users and Modules

The county will require a "price guarantee" for a minimum of two (2) years from the effective date of the agreement for additional county users and modules that are listed in the proposal but are not initially purchased.

Restrictions on Growth

The county requires that any proposed licenses or fees to access the software be adequate to allow the county to use the system unrestricted for all business purposes of the county and the county agencies, departments, and other third-party entities listed in this RFP. The county will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in county employee count, budget size, population size, or data storage requirements for a period of 10 years from the effective date of the agreement.

Delivery of the Project Plan and Other Key Deliverables

The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner in this regard will result in the assessment of liquidated damages up to $1,000 per day. Other key deliverables (Design Document, Go-Live Date, and any other deliverable that can be deemed substantially the responsibility of the vendor) will also be subject to the assessment of liquidated damages up to $1,000 per day if the vendor misses these key timeframes

ENERGY STAR Specification

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.

Incorporation into Contract

The following documents (the "Contract Documents) may each be expressly incorporated into the Contract by reference: 1) Contractor's proposal in response to the Bid Document (the "Proposal"); 2) The scope of services;   3) The fee / pricing schedule, 4) CBI CJIS Vendor Agreement, and 5) FBI CJIS Security Addendum.

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.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00   Definitions

1.01   Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02   Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00   Responsibilities of the Contracting Government Agency.

2.01   The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00   Responsibilities of the Contractor.

3.01   The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00   Security Violations.

4.01   The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02   Security violations can justify termination of the appended agreement.

4.03   Upon notification, the FBI reserves the right to:

   a.   Investigate or decline to investigate any report of unauthorized use;

   b.   Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00   Audit

5.01   The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00   Scope and Authority

6.01   This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02   The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03   The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04   This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05   All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

<u>CERTIFICATION</u>

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____   _____

Printed Name/Signature of Contractor Employee   Date

_____   _____

Printed Name/Signature of Contractor Representative   Date

_____

Organization and Title of Contractor Representative

CJIS Vendor Agreement

1. Purpose:

The intent of this agreement and the policies and procedures herein is to facilitate compliance in Colorado with FBI-CJIS policy. The Colorado Bureau of Investigation (CBI), as the CJIS Systems Agency (CSA) for the state of Colorado, agrees to provide supporting services to private and public entities contracted by any Colorado Contracting Government Agency (CGA). To ensure vendor personnel undergo a fingerprint-based background check and to ensure audits of CJIS systems are accurate and consistent, the CBI will provide the policies and systems to allow background check results for a vendor employee to be accessible to CGA's and to allow audit findings from Shared CJIS Systems to be accessible to CGA's.

2. Policy:

As CSA, the CBI maintains and operates the CCIC computer system under shared management pursuant to the CCIC and NCIC User Agreements. As part of these agreements, the CBI establishes and enforces policies ensuring compliance with the FBI CJIS Security Policy. Section 5 of the CJIS Security Policy mandates background checks and audits are performed within each state under the authority of the CSA. The services defined in this document are intended to improve statewide compliance with the CJIS security policy.

Definitions:

Access (to Criminal Justice Information) — The physical or logical (electronic) ability, right, or privilege to view, modify, or make use of CJI.

Board of Executive Directors (BED) – The Executive Board within the CCIC Advisory Board consisting of Chiefs, Sheriffs, and other selected CJA Chief Executives.

CJIS Security Policy — The FBI CJIS Security Policy document as published by the FBI CJIS ISO.

CJIS Systems Agency Information Security Officer (CSA ISO) — The appointed FBI CJIS Division personnel responsible to coordinate information security efforts at all CJIS interface agencies.

CJIS Systems Agency (CSA) — A duly authorized state, federal, international, tribal, or territorial criminal justice agency on the CJIS network providing statewide (or equivalent) service to its criminal justice users with respect to the CJI from various systems managed by the FBI CJIS Division.

Contracting Government Agency (CGA) — The government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private vendor.

Criminal Justice Information (CJI) — Criminal Justice Information is the abstract term used to refer to all of the FBI CJIS provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data. In addition, CJI refers to the FBI CJIS-provided data necessary for civil agencies to perform their mission; including, but not limited to data used to make hiring decisions. The following type of data are exempt from the protection levels required for CJI: transaction control type numbers (e.g. ORI, NIC, FNU, etc.) when not accompanied by information that reveals CJI or PII.

Criminal Justice Information Services Division (FBI CJIS or CJIS) — The FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

Direct Access — Defined in the CJIS security policy as: (1) Having the authority to access systems managed by the FBI CJIS Division, whether by manual or automated methods, not requiring the assistance of, or intervention by, any other party or agency. (2) Having the authority to query or update national databases maintained by the FBI CJIS Division including national queries and updates automatically or manually generated by the CSA.

Indirect Access – Defined in the CJIS security policy as: Having the authority to access systems containing CJI without providing the user the ability to conduct transactional activities (the capability to query or update) on state and national systems (e.g. CJIS Systems Agency (CSA), State Identification Bureau (SIB), or national repositories).

Personally Identifiable Information (PII) – PII is information which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name.

Shared CJIS System – An outsourced, individual computer system which contains CJI, and which provides access/service to multiple CGA's. Examples include cloud storage systems and regionalized Computer-Aided Dispatch (CAD) systems.

Subcontractor – a business or person that carries functions in support of or proximity to CJIS data, that is contracted by a vendor (see below).

Vendor – A private contractor, with a current and active contract to provide services to a criminal justice agency which require, or in performance of work provide, access to CJI.

Vendor Administrator — The person designated at the vendor organization who is the CBI's primary point of contact for employee approvals, denials, and subsequent arrests, as well as vendor audits.

3. CBI CJIS Systems Agency (CSA) Responsibility:

The CBI serves as the Colorado CJIS Systems Agency (CSA). As such, the CBI will provide connectivity to CCIC, NCIC, and Nlets and provide operational support. Additionally, CJIS Vendors will be provided with services to reduce the cost and burden of CJIS compliance to the vendor and CGA's alike. These consolidated services will allow CJIS Vendors to undergo these processes once for the state, instead of once for each CGA within the state and include:

3.1. Fingerprint-Based Background Check

The CBI shall ensure fingerprints submitted for background checks mandated by the CJIS Security Policy, section 5.12.1.2, are processed and results are available to CGA's. This will ensure each vendor employee may submit one set of fingerprints to one CGA and support all of the vendor's CGA's.

3.1.1. CGA Background Checks

The CGA may elect to perform their own background check on a vendor employee, even where the vendor has completed a fingerprint based background check elsewhere within Colorado.

3.2. Audit

Every three years, the CBI will conduct audits of each criminal justice agency. As part of those audits, the CBI reviews services and systems provided by vendors to CGA's. Many CGA's use shared CJIS systems in order to improve information sharing or to reduce support costs. The CBI reserves the authority to determine whether shared CJIS systems are audited separately for each CGA, or once for all CGA consumers of the service. Consolidated findings of policy violations by the vendor shall be reflected in the audits of the CJIS Vendor's supported CGA's. Additionally, the FBI audit staff will conduct audits at least once every three years. This audit shall include a sample of state and local criminal justice agencies.

3.2.1. External Audits – In Lieu of CBI Audit

The CBI may accept audits provided by external entities in lieu of performing a separate audit.

3.2.2. Sanctions for Violations

The CBI may sanction CGA's and vendors for failure to meet the standards of the policies referenced in this document. Sanctioned agencies shall work collaboratively with their respective vendors to develop and report mitigation plans and timelines to achieve compliance. The CBI will implement sanctions under advisement of the BED and reserves the right revoke vendor and CGA access for failure to accomplish CJIS compliance.

3.2.3. Confidentiality

The CBI will share vendor audit findings with CGA's. Requests for detailed information which may comprise trade secrets, security vulnerabilities, or other types of information determined to be sensitive by the CBI discovered or revealed through CJIS security processes will not be shared with the CGA. The CGA will be referred directly to the CJIS Vendor for access to any information not provided by the CBI.

4. Vendor Responsibility:

The CJIS Vendor shall comply with all applicable standards of the CJIS security policy. These standards may apply differently to different CJIS Vendors depending on the services provided. The Vendor shall work proactively with their CGA(s) to ensure responsibility of contract parties related to CJIS compliance are appropriately assigned and maintained.

Each Vendor shall appoint a Vendor Administrator. The Vendor Administrator oversees compliance with CJIS systems, CCIC, and Nlets policies. See section 5 of this agreement for the full scope of Vendor Administrator responsibilities.

4.1. Incorporated Standards

Vendors with direct access or indirect access to CJI shall handle all CJI following the requirements of the laws and policies listed below and incorporated into this agreement:

- CJIS Security Policy
- Title 28, Code of Federal Regulations, Part 20 (relevant standards)

Vendors supporting systems which provide direct access to CJI shall also follow the regulations listed in the laws, polices, and manuals incorporated into this agreement:

- NCIC Operating Manual
- CCIC Training Manual
- Interstate Identification Index / National Fingerprint File Operational and Technical Manual
- Title 28, Code of Federal Regulations, Part 23

4.2. Enrollment

To apply for participation in the CBI CJIS Vendor Management Program, the vendor shall submit a Vendor Onboarding Packet to the CBI, to include:

- The signature page of this agreement, signed and completed by the Vendor CEO (or designee) and Vendor Administrator;
- Fingerprint Account Application Form;
- W-9 Request for Taxpayer Identification Number and Certification form (if requesting an account that is invoiced monthly; see Account Application Form for details);
- Current contract with a Colorado criminal justice agency.
  - i. Pursuant to the CJIS Security Policy, private contractors (vendors) designated to perform criminal justice functions for a CJA shall be eligible for access to CJI; however, in order to submit fingerprints and to receive CJI, there must be a contract between the vendor company and a criminal justice agency. For participation in the CBI CJIS Vendor Management Program, a contract must exist between the vendor and at least one Colorado criminal justice agency. A

minimum of one contract must be submitted with the Vendor Onboarding Packet before the vendor is approved for the program.

    ii. Subcontractors shall submit two contracts: one between the vendor and the subcontractor, and one between the vendor and the CGA(s).

4.3. Fingerprinting

The Vendor shall ensure fingerprints are submitted for background checks of each Vendor employee working with CJI, to include the Vendor Administrator. The Vendor is responsible for all fees associated with fingerprint processing and CJIS rap-back services where available.

4.4. Audit Responsibilities

Audit information requested by CBI or FBI auditing purposes is to be provided in a complete and timely manner. Audits may be conducted onsite, over the phone, or via online questionnaire at the CBI's discretion.

4.5. Access to CJIS Information – Security Awareness Training

Vendor staff members shall be trained in information security awareness pursuant to the CJIS security policy within six months of assignment and shall recertify biennially thereafter.

4.6. Other Agreements

Each CJIS Vendor may have one or more contracts with CGAs. Pursuant to the CJIS Security Policy, the CJIS security addendum shall be incorporated in all such contracts. Due to the diverse nature of CJIS Vendor businesses, the CBI may elect to sign a secondary agreement to supplement this agreement. Any secondary agreement shall be available for CGA and FBI review.

5. Vendor Administrator Responsibility:

The Vendor Administrator unifies responsibility for individual user discipline and serves as the primary CBI point of contact for handling all matters concerning the use and misuse of CJIS systems. The Vendor Administrator is the primary point of contact during CBI audits. Individual duties of the Vendor Administrator may be delegated to a designee where the designee has specialized authority or knowledge.

The Vendor Administrator will receive all communication from the CBI regarding the authorization status of vendor personnel, for example, whether the applicant has a criminal history. Because confirmation of a criminal history's existence is considered criminal justice information, the Vendor Administrator must also submit fingerprints for a background check and complete routine Security Awareness training. Fingerprints must be submitted, processed, and approved before the Vendor Administrator can receive any details regarding the authorization status of vendor personnel.

If the vendor chooses to deliver required Security Awareness training through CJIS Online (www.cjisonline.com), it is the responsibility of the Vendor Administrator to create user profiles for each participating vendor employee, and monitor these employees' certification status within CJIS Online. A comprehensive guide to employee management within CJIS Online will be provided to the Vendor Administrator during onboarding to the Vendor Management Program. If the vendor chooses not to use

CJIS Online for delivery and tracking of Security Awareness training, an alternative program may be used with curriculum and reporting that meets CJIS standards and has been approved by the CBI.

Pursuant to section 5.12.2 of the CJIS Security Policy, the Vendor Administrator shall notify the CBI immediately at cdps.cbi.cjisvendors@state.co.us if a participating employee has left the company or has been reassigned to a position where CJI will not be accessed.

When a new Vendor Administrator is designated, the vendor will notify the CBI Crime Information Management Unit in writing of that appointment within ten days of the appointment. The notification must include a revised CJIS Vendor Agreement and Account Application Form to reflect the new Vendor Administrator's information.

5.1. Contracting Government Agency

This agreement remains separate of all contracts between the CJIS Vendor and CGAs. Issues which may arise between the vendor and the CGA shall be resolved between the contract parties.

Pursuant to their CCIC User agreements, CGAs are responsible for determining how they can use the vendor's services in a manner compliant with the CJIS Policy. CGAs' compliance with the CJIS Policy will be dependent, in part, upon CGAs' individual use of contracted services.

End of Agreement

CBI CJIS SYSTEMS VENDOR AGREEMENT ACKNOWLEDGMENT

As a CJIS Vendor supporting CJIS systems within the state of Colorado, we hereby acknowledge the responsibilities as set out in this document as well as those documents incorporated by reference. The Vendor also agrees to comply with all state and federal statutes and regulations as may apply, and to use the information received over CJIS systems for criminal justice purposes only.

We acknowledge these responsibilities have been developed and approved by the CBI and/or the FBI in order to ensure the security, reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJIS systems.

We acknowledge a failure to comply with these responsibilities will subject the CBI, CGA and this Vendor to various sanctions as recommended by the NCIC Advisory Policy Board, the BED, and/or the respective Directors of the CBI and/or the FBI.

To preserve the integrity of CCIC, the CBI reserves the right to suspend service to the CGA, Vendor, connected system, or an individual system user when the security or dissemination requirements are violated. The CBI may reinstate service upon receipt of satisfactory assurance that violation(s) have been corrected. Either the CBI or the vendor may discontinue service upon thirty days' advance written notice.

This agreement remains separate from all contracts between the CJIS Vendor and CGAs. Issues which may arise between the Vendor and the CGA shall be resolved between the contract parties.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials. This agreement will become effective upon the date signed.

Business Name	
Address:	

_____   _____   _____
Vendor CEO or Designee   Title and Printed Name   Date

_____   _____   _____
Vendor Administrator   Title and Printed Name   Date

_____   _____   _____
CBI Director/Designee   Title and Printed Name   Date

Once signed, return this page to:

MAIL	**FAX**	**EMAIL**
CBI CJIS Vendor Management Program	(303) 239-5858	cdps.cbi.cjisvendors@state.co.us
690 Kipling Street, Suite 4000		
Denver, CO 80215		

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 objectively, 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.

<ol type="i" start="4">
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.

<u>*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:*</u>

<ol type="i" start="5">
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.

<ol type="i" start="6">
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. <u>Boulder County as Additional Insured</u>: 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. <u>Notice of Cancellation</u>: 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. <u>Insurance Obligations of County</u>: 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. <u>Deductible</u>: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

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

g. <u>Subrogation Waiver</u>: 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:
↓↓*For Board-signed documents only*↓↓		
Attest:	*Initials*	
Attestor Name:		
Attestor Title:		

RFP ATTACHMENTS

List of Attachments

Attachment #	Attachment Name	Required
1	RFP Checklist	Yes
2	Signature Page	Yes
3	Proposer Statement	Yes
4	Scope of Proposal	Yes
5	Company Information	Yes
6	Customer Reference Form	Yes
7	IT Requirements and Information Requests	Yes
8	Maintenance and Support	Yes
9	Staffing	Yes
10	Functional Requirements	Yes
11	Cost	Yes
12	Data Conversion	Yes
13	Interfaces	Yes
14	Federal Bureau of Investigation CJIS Security Addendum	*For Reference Only
15	CBI CJIS Vendor Agreement 1.9	*For Reference Only

* These documents are being provided in the RFP for review purposes only. The documents will be required and signed during the contract process.

Attachment 1 (RFP Submittal Checklist)

Proposal Section & Attachments	Submitted?
Title Page • Title page (no initial tabbed divider) • Customer name & Boulder County RFP Number • Vendor name, address, telephone number and email • Vendor's Proposal Contact name, signature, title, email and date	
Section 1.0 Executive Summary and Bidder Submission Materials • Attachment 1 (RFP Submittal Checklist) • E.2 Attachment 2 (Signature Page) • E.3 Attachment 3 (Proposer Statement) • Sample Insurance Certificate(s) • Copy of W-9 for all firms proposing to submit charges for software and services • Exceptions to the RFP	

Section 2.0 Scope of Services
• Complete E.4 Attachment 4 (Scope of Proposal)
• For <u>each</u> firm identified on E.4 Attachment 4 (Scope of Proposal),
    o E.5 Attachment 5 (Company Information)
    o Attachment 6 (Customer Reference Form)	

Section 3.0 Functional Requirements • Attachment 10 (Functional Requirements)	
Section 4.0 Technical Requirements and Information Requests • Attachment 7 (Information Technology Requirements and Information Requests)	
Section 5.0 Business Process / Software Considerations • Attachment 13 (Data Conversion) • Attachment 14 (Interfaces)	
Section 6.0 Implementation Approach, Plan and Deliverables • Attachment 9 (Staffing)	
Section 7.0 Post-Implementation Support Services • Attachment 8 (Maintenance & Support)	
Section 8.0 Pricing (submit under separate cover) • Attachment 11 (Cost)	

Attachment 2 (Signature Page)

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: _____ Address: __
City:_____ State:_____ Zip:_____

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

Authorized Representative (print):_____ Title: _____

Authorized Signature:_____ Date:_____
Note: If you cannot certify the above statements, please explain in a statement of explanation**.**

Contact Information:
  Name:_____Title:_____

  Address:_____City:_____State:_____Zip:_____

  Email:_____Phone: _____
  Company Website:_____ Alternate Phone: _____

Software Demonstrations:
Software demonstrations are targeted for the following dates. Please indicate your availability and date preference to provide software demonstrations in the event your proposal is elevated to software demonstrations. Elevated proposers will be notified of the scheduled demonstrate date when elevated.

Week	Availability (Y/N)	Preference (1,2,3,No Preference)
January 06 – 10, 2020		
January 13 - 16, 2020		
January 27 - 31, 2020		
February 03 - 07, 2020		
February 10 - 14, 2020		
February 24 - 28, 2020		
March 02 - 06, 2020		
March 09 - 13, 2020		

Attachment 3 (Proposer Statement)

By submitting a proposal, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The County is not responsible for any conclusions or interpretations made by the proposer on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

Addendum#	Initials

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT   DATE

Attachment 4 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in section A and Section C.

Software and Implementation Services:
☐ Proposed
☐ Not Proposed

Primary Software Firm: _____

Software Product Proposed : _____

Version: _____ Primary Implementation Firm: _____

Technology Services:
☐ Hosting Services Proposed
☐ Software as a Service Proposed
☐ Not Proposed

Hosting Provider: _____

Third Party Products/Services
☐ Third Party Products/Services Proposed
☐ No Third-Party Products/Services Proposed

*Firm*_____*Purpose*_____

*Firm*_____*Purpose*_____

*Firm*_____*Purpose*_____

*Firm*_____*Purpose*_____

*Firm*_____*Purpose*_____

*Firm*_____*Purpose*_____

Name of Individual / Firm Submitting Proposal: _____

Signature of Proposer: _____

Attachment 5 (Company Information)

Complete one form for each firm included in the proposal and include a **copy of financial statements for last 3 years**.

	Information Request	Bidder Response
	Vendor Experience	
0	Name of firm	
1	Number of years in business:	
2	Number of years providing systems/services to public sector:	
	Current Customers	
3	Number of clients using proposed software/services	
4	Number of new customers in past 3 years	
5	Average size of the customers using solution proposed, e.g. Number of users, Annual budget, revenues, expenses, Employee count Annual payroll amount	
6	List clients in Colorado and product(s) used and whether public or private sector	
	If not Primary Vendor	
7	Number of past projects partnering with primary proposer	
8	Official Partnership status/certification (if applicable)	
	About the Company	
9	Number of Employees: Full-time? Part-time? Contract?	
10	Number of Employees Providing Implementation Services (if applicable)	
11	Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
12	Number of Employees Dedicated to Product Development (if applicable)	
13	Describe your company's corporate structure, e.g. public, private, governance, etc.	
14	Company's annual sales revenue and net income (loss) for the past 5 years?	
15	What percentage of each year's sales revenue comes from customers using the solution proposed in this response	

16	Are there any outstanding lawsuits against your company? If so, please describe and explain what impact an unfavorable outcome would have on the company	
17	Is your company currently involved in any discussions or negotiations to be acquired by another firm? If yes, please describe the status of the discussions / negotiations. If your company is actively engaged in being acquired, please describe the targeted timeframes related to the acquisition.	

Attachment 6 (Customer Reference Form)

Using the following form, please provide at least three (3) and no more than five (5) references <u>that match the following criteria</u>:

- Public sector customers
- Customers using the solution and version(s) proposed for Boulder County

GENERAL BACKGROUND

Name of Customer:_____

Contact Name:_____**Title:**_____

Phone:_____**E-mail:**_____

Solution components in use / version:_____

Summary of Project:_____

_____

_____

Number of Customer Employees:_____**Size of Operating Budget:**_____

PROJECT SCOPE

☐ Records Management ☐ Citizen Portal ☐ Mobile Computing ☐ Personnel
☐ Jail Management ☐ eCitations/eSummons ☐ Field Reporting ☐ Reporting
☐ Analytics, Dashboards ☐ Finger Printing ☐ Property & Evidence ☐ Interfaces
☐ Data Management ☐ Mobile Applications ☐ Other _____

TECHNOLOGY INFORMATION

Externally hosted / SaaS? Yes_____ **No**_____ **If yes, hosting provider**_____

IMPLEMENTATION INFORMATION

Project Duration (months):_____
Initial Go-Live date:_____
Describe Role on Project:_____

_____

_____

Project Challenges:_____

_____

_____

_____

Major Accomplishments:_____

_____

_____

Attachment 7 (Information Technology Requirements and Information Requests)

Boulder County currently supports a variety of platforms and applications. We have approximately 2000 PC users and 400 plus production severs running VMware, Linux, MS Windows Server, Windows 7 a n d 10. We support 300 plus Oracle and MS SQL databases. SharePoint, .Net, and Microsoft IIS 7 are our primary internal web platform. We use MimeCast for our spam control and gateway antivirus, Sophos 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 most of our buildings we have wireless access both internal and a guest network with approximately 400 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. We also have several cloud applications.

Ref #	Technical Requirement / Information request	Bidder Response
	County hosted solution	
1.	Is the system available to be hosted on-premise by the County?	Yes/No
2.	Is the system available as a hosted service or Software as a Service?	Yes/No
3.	Products hosted in the Boulder County technology platform environment should run on Windows 10 or higher for the desktop platform and Server 2016 or higher in our server platform. Describe your solution compatibility with these platform requirements and indicate any other platforms supported.	
4.	Please explain the optimal and minimum server requirements – operating system, sizing, versions, etc.	
5.	Please explain the optimal and minimum desktop requirements – operating system, supported browsers, sizing, versions, etc.	

6.	Products hosted in the Boulder County technology platform are expected to integrate with Microsoft Active Directory. Describe your solution compatibility with these platform requirements. If it does not meet this requirement, please explain why it does not support the requirement and any plans for future integration with this technology.	
7.	Please explain the recommended minimum and optimal network requirements.	
8.	Is there any specialized network hardware or software required as part of the implementation? If yes, please list the specialized hardware and software required along with the recommended configurations of the hardware and software.	
9.	Please explain what database platforms are supported, including versions, minimum configurations, and any special drivers needed in the database environment.	
10.	What percent of your current customer base operates on the recommended database configuration?	
11.	Is the application supported to be configured to run on VMware? If yes, what versions of VMware are supported? If yes, does the server need to be pinned (reserved CPUs/Memory)? If yes, how many customers are currently running in a VMware environment.	
12.	Appliances…	
13.	Reseller of hardware…	
14.	Can the application be installed and maintained using Remote Desktop Services or other remote support tools?	

15.	What, if any component, is installed on individual desktop? Please describe if the desktop component is required for all solution components or is specific to a specific functional component.	
16.	Does your proposed solution provide necessary licensing for third party software or is Boulder County responsible for licensing third party software? If third-party software is necessary, please list all third-party software and who is responsible for licensing the software.	
17.	Explain the delivered capabilities / tools for a system administrator to monitor and manage solution components.	
18.	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?	
19.	Do you provide developer release notes and updated user documentation / notes with each software release?	
20.	What is your recommended method for vendor remote access to the system housed within the Boulder County network?	
	Software release process	
21.	What is your frequency and process for new software upgrades / releases, e.g. planning, scheduling, notification, distribution / implementation?	
22.	What latitude do your customers have regarding adoption of the upgrades or changes?	
23.	Are software upgrades included in the maintenance costs?	

24.	What is the estimated average time and cost to your customers associated with implementing a new software upgrade / release?	
25.	Describe how software patches, upgrades and major releases are distributed to your customers for installation, e.g. auto-upgrade at log-in, etc.	
26.	What is your expected software release schedule for the next two years – frequency / dates and content?	
27.	What software upgrades are not included in the maintenance costs? What is the time and costs to Boulder County for implementing those upgrades?	
28.	Describe the process for updating and/or certifying the application when new releases of 3$^{rd.}$ party software becomes available (e.g. new releases of Windows, IE)	
Support, warranty & maintenance		
29.	Describe the warranty that comes with the purchased system. When does the warranty begin and end?	
30.	Detail the process for response to calls for service.	
31.	What are the hours of support, expected response time for calls for service, and escalation process for problems?	
32.	Describe the maintenance contract that comes with the purchased system.	
33.	Do your support personnel typically interact with your customer's information technology personnel or end- user personnel? Do you have a maximum number of users who can contact your support team?	
34.	Describe Boulder County and Vendor roles and responsibilities for on-going support.	
35.	Describe recommended staff size and skillsets for Boulder County to perform the on-going support roles and responsibilities.	

36.	Boulder County expects that the proposed system will respond to all on-line queries within an average of sixty (60) 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.	
37.	Describe on-going end user support offerings such as Users' Groups, release training, etc.	
38.	Describe the timing and delivery of system administration manuals and how you keep this documentation up-to-date.	
39.	Describe the timing and delivery of database ERDs and data dictionaries and how you keep this documentation up-to-date.	
40.	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?	
41.	Describe the timing and delivery of user reference manuals and/or online help and how you keep this documentation up-to-date.	
Application Security Management		
42.	What security tools are provided in software?	
43.	Explain active directory integration	
44.	Explain single sign on capabilities, including how single sign on would work with any proposed third-party software.	
45.	Does your application require DBA or SA rights be granted?	
46.	Does your application require authentication for access to data? If yes, what authentication methods are utilized?	
47.	Can administrative login(s) to application	

	have strong passwords?	
48.	Can the application force a password change at the first login?	
49.	Does the application allow for multiple logons for the same user at the same time?	
50.	Does the application maintain and control password history?	
51.	List built-in user IDs and their privileges.	
52.	Identify data encryption method(s), including in-transit and at-rest, all data or select data and any encryption options available to users for configuration	
53.	Does the application support or provide application certificates in order to use the application?	
54.	Are encryption keys securely stored?	
55.	Is the connection to database encrypted?	
56.	Does the application provide centralized logging support, such as logging to syslog, included in the application?	
57.	What system privileges are necessary for the application to run? Both on the server, and the client. Detail whether the application runs only with those privileges needed to operate.	
58.	Does your application include any configuration files in clear text used for authentication, e.g. clear text passwords?	
59.	Does the application clean up authenticated sessions after log out?	

60.	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.
	    a. Success or failure of attempt to access security file
	    b. Success or failure of event
	    c. Seriousness of event violation
	    d. Success or failure of login attempts
	    e. Denial of access resulting from excessive number of failed	

	login attempts f. Blocking or blacklisting of a User ID, terminal, or access port and reason for the action g. Activities that might modify, bypass or negate security safeguards controlled by the application	
61.	Does the application have the ability to log changes to user privileges and to log access to sensitive data in an individually identifiable way?	
62.	If the solution is web-based, describe your Web Application firewall configuration and features.	
63.	Does the application support multifactor authentication? If yes, what third party applications can be integrated with the solution.	
Support		
64.	Describe operations support	
65.	Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.	
66.	Describe process for installing patches and updates	
67.	Describe process for roll-back of patches and updates if major functionality is broken because of the patch and/or update	
68.	Add – support in US or specify location(s) and services if any off-shore	
Access to Data		
69.	Describe the County's ability to access data through reporting tools with a hosted system	
Reporting & Analytics		
70.	Does the software come with a report writer and / or analytics toolset? (specify)	
71.	Does the report writer utilize a separate database?	
Hosted / SaaS Options		
72.	Is system available through hosted model (County owns license; system hosted by vendor)	Yes/No

73.	Is the system available through SaaS model (County pays monthly service fee)	Yes/No
74.	Is the system available through a managed services model (County owns and hosts system; vendor maintains system)	Yes/No
75.	Where is the data center and disaster recovery data center located?	
76.	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.	
77.	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?	
78.	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?	
79.	If data centers are physically secured, explain the method / technology used.	
80.	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.	
81.	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.	
82.	Describe how you monitor network usage and your procedure for increasing and / or allocating network resources to meet increased usage.	

83.	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?	
84.	What are the results of your Service Level Standards for the past two years, i.e. lowest, highest and average per metric?	
85.	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?	
86.	What is the expected average downtime per week for Vendor-controlled reasons, e.g. backups, patches, upgrades, etc.?	
87.	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?	
88.	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.	
89.	Please provide information on the hiring and oversight of privileged administrators, and the controls over their access to customer data. What is the policy and procedure for when a person leaves the company?	
90.	Describe your process and procedures for segregating customer data at rest.	
91.	What change management processes are implemented to protect Boulder County data and system availability?	
92.	What configuration management processes are implemented to protect Boulder County data and system availability?	
93.	Please describe your technology control standards and audit processes related to data security and operational integrity.	

	Indicate what industry standard(s) you comply with and provide a copy of latest audit reports, e.g. CJIS, NIST, SSAE 16,SOX, etc.	
94.	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.	
95.	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.	
96.	If you use encryption as a data security method, provide information regarding the design and testing of the encryption schemes / methods.	
97.	Does your application allow for any data deletion by end-users? If so, describe what happens to the deleted data?	
98.	In addition to user IDs and passwords, describe the standards and other methods used to authenticate users, e.g. LDAP, certificates and tokens.	
99.	What are the internet bandwidth requirements for optimal performance?	
100.	Describe any minimum contract periods	
101.	After contract period, is it possible to transition to self- hosted model? Describe what is required for transition and cost	
102.	How is performance against service levels reported to the County	
103.	Describe process for County reporting issue to the vendor	

If hosting / SaaS services are proposed, please submit the standard Service Level Agreement (SLA). If the following information is not covered in the agreement, please provide information

in the table provided. Also, if not in the standard Service Level Agreement provided, please describe remedies proposed for failure to meet SLAs.

Service	Metric	Requirement / Guarantee	Remedy if Not Met
System Availability (Unscheduled			
Scheduled Maintenance			
System Response			
Issue Response Time			
Issue Resolution Time			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Please list other proposed service levels			

Attachment 8 (Maintenance and Support)

Proposed Maintenance and Support	
Post-implementation Support:	
Days of on-site support after go-live	
Other on-site support after go-live	
How many versions are currently supported?	
Telephone Support:	
Days / Hours available (and time zone)	
Problem Reporting and Resolution Procedures	
Severity definitions and response time for levels of severity	
User Groups:	
Local User Group	
User Group Members (number)	
Third Parties:	
Support provided for third party products?	