



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

**REQUEST FOR PROPOSAL
COVER PAGE**

RFP Number:	7311-22
RFP Title:	BRETSA MASS NOTIFICATION SYSTEM
Deadline – Notification To Attend Virtual Vendors Pre-Proposal Conference	Wednesday, May 4, 2022 – 2:00 p.m.
Deadline - To Submit Written Questions For Virtual Vendors Pre-Proposal Conference	Thursday, May 5, 2022 – 2:00 p.m.
Pre-Proposal Conference (Virtual): Zoom Conference	Wednesday, May 11, 2022 – 9:00 a.m. https://us06web.zoom.us/j/87993999081 <ul style="list-style-type: none">• Meeting ID: 879 9399 9081• Passcode: 310854
RFP Questions Due: (Post RFP Pre-Proposal Conference)	Thursday, May 12, 2022 – 2:00 p.m.
Submittal Due Date:	Friday, May 27, 2022 – 2:00 p.m.
Email Address:	purchasing@bouldercounty.org
Documents Included In This Package:	Proposal Instructions Submittal Checklist Signature Page Terms and Conditions Specifications Insurance and W-9 Requirements Evaluation Criteria BRETSA Contract

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1.0 Proposal Instructions

1.1 Introduction

This Request for Proposal (RFP) is being solicited on behalf of the Boulder Regional Emergency Telephone Service Authority (BRETSA) by Boulder County. BRETSA is seeking written proposals from qualified vendors with expertise in providing Mass Notification Systems for public safety agencies. We are particularly interested in understanding if you firm has replaced an existing Mass Notification System and the steps required to complete such a project for a Telephone Authority with multiple PSAP's and user Agencies.

1.2 Procurement Schedule

The dates listed below are estimated dates of the activities related to this RFP. In the event we find it necessary to significantly change any of these dates and times, BRETSA will do so by issuing an addendum to this RFP.

BRETSA RFP #7311-22 Mass Notification - Schedule:

No	Activity	Date
1	Release RFP (Download from Rocky Mountain E-Purchasing system web site, (http://www.rockymountainbidsystem.com/) under Boulder County	Friday, 04/22/22
2	Deadline – Notification to Attend Virtual Vendors Pre-Proposal Conference	Wednesday, 05/04/22 – 2:00PM, MDT
3	Deadline – To Submit Written Questions for Virtual Vendors Pre-Proposal Conference	Thursday, 05/05/22 – 2:00PM, MDT

4	RFP Virtual Vendors Pre-Proposal Conference (via ZOOM) Zoom Meeting https://us06web.zoom.us/j/87993999081 <ul style="list-style-type: none"> • Meeting ID: 879 9399 9081 • Passcode: 310854 	Wednesday, 05/11/22 – 9:00AM, MDT
5	Deadline to Submit Questions (Post RFP Vendors Pre-Conference)	Thursday, 05/12/22 – 2:00PM, MDT
6	An Addendum (Post RFP Virtual Vendors Pre-Conference) to all inquiries shall be emailed to all known Vendors	Wednesday 05/18/22 – 2:00PM, MDT
7	Submission of Final RFP Proposals by 2:00pm (MDT)	Friday, 05/27/22 by 2:00pm (MDT)
8	Evaluate and Score RFP Bids	05/30 thru 06/15/22
9	Short-Listed Virtual Vendor Demo's	Wednesday, 06/22/22 – 9:00AM, MDT
10	Scoring of Demo's & Vendor References	06/27 – 07/01/22
11	Best and Final Offer (BAFO), if required	Thursday, 07/07
12	Contract Negotiation Period & Contract Execution	07/08 - 07/15/22 (estimated)
13	Award Approval by BRETSA Board	Monday, 07/18/22 (estimated)
14	Project Implementation	Monday, 07/25/22 (estimated)

1.3 Background

The Boulder Regional Emergency Telephone Authority (BRETSA) is a governmental entity established pursuant to 29-1-103, C.R.S. and 29-11-100.5 et seq. and in conformance with the Colorado Governmental Immunity Act 24-10-101 C.R.S. et seq. The Authority pays the costs of providing 911 telephone services, but does not pay for the cost of staffing individual dispatch centers. The cost of responding to 911 calls is covered by the participating emergency response agencies. Each of the members of BRETSA is responsible for providing their own dispatching services. BRETSA funds and purchases equipment and services for four primary public safety-answering points (PSAPs) within Boulder County, Colorado. These PSAPs are:

1. Boulder County Sheriff (serving 7 Law agencies, over 20 Fire agencies and EMS)
2. City of Boulder (Law, Fire, EMS)
3. City of Longmont (Law, Fire, EMS)
4. University of Colorado, Boulder (Law)

1.4 Purpose

RFP #7311-22 will be used to select the most responsive and responsible vendor for award to proceed into contract negotiations with BRETSA. The purpose of this RFP is to obtain information to assist the BRETSA agencies with what products exist in the market today that could replace the existing Mass Notification system in use today. The BRETSA Agencies are looking for estimated timeframes for implementation (product and services) to deploy a new mass notification system.

The proposed Mass Notification System will be fully hosted by the vendor requiring no hardware, equipment, storage, etc. by any BRETSA agencies. The system should be web-based with the ability to access the system via a secure internet connection from any computer, tablet, or smart phone in order to send out alerts and notifications.

Additionally, BRETSA is interested in having responses from prospective vendors as to the cost of a mass notification hosted system and how the existing system would be replaced. Specifically, how your firm would plan and execute the replacement of an existing Mass Notification system in a planned and seamless process. Vendors to propose solutions that best meet BRETSA's objectives and requirements for migrating to a new Mass Notification solution. The proposed solution must meet both current and future requirements of the local Agencies.

The BRETSA agencies have scheduled virtual vendor demonstrations of proposed Mass Notification products. Vendors may be requested to conduct demonstrations that show all current functions and features of the proposed system requested in this RFP document. BRETSA may request demonstrations of specific and relevant scenarios. Vendors should also be prepared to provide detailed technical and architectural information as part of these demonstrations. The demonstration may be conducted on-site at PSAP facility or done virtually and recorded (e.g., ZOOM) to allow dispatchers, managers, and other administrators to view and operate the proposed Mass Notification products.

1.5 Current Mass Notification System Status

Currently, each PSAP utilizes the Everbridge Mass Notification system. Besides the PSAP's the system is also used by local municipalities and County EOC. City departments include Public Works, Parks, Open Space and Mountain Parks, with capability for municipal employee notifications.

2.0 RFP INSTRUCTIONS TO VENDORS

2.1 Pre-Proposal Meeting

A non-mandatory virtual pre-proposal meeting is scheduled for **Wednesday, May 11, 2022, 9:00 a.m. MDT.** This meeting will be conducted using ZOOM:

Zoom Meeting Information:

<https://us06web.zoom.us/j/87993999081>

- Meeting ID: 879 9399 9081
- Passcode: 310854

2.2 Submittal Deadlines

2.2.1 Deadline for submittal to attend the virtual pre-proposal conference is **2:00 p.m. Mountain Time** on Wednesday, May 4, 2022.

2.2.2 Deadline to submit written questions for the virtual pre-proposal conference is **2:00 p.m. Mountain Time** on Thursday, May 5, 2022.

2.2.3 Deadline to submit written questions (post pre-conference) is **2:00 p.m. Mountain Time** on Thursday, May 12, 2022.

2.2.4 Deadline for submittal of qualified responses is **2:00 p.m. Mountain Time, Friday, May 27, 2022.**

2.3 Submission Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 27, 2022.**

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

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 # 7311-22 in the subject line.

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.

BRETSA 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 BRETSA and the parties to its IGA.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as BRETSA and PSAP policies, guidelines, and protocols.

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.

2.4 Questions Regarding RFP

All inquiries regarding the RFP shall be submitted, in writing, to the Purchasing Office via email to purchasing@bouldercounty.org with “RFP #7311-22 Questions” in the subject line, by **2:00 p.m. May 12, 2022**. A response from the County to all inquiries shall be emailed to all known vendors no later than **2:00 p.m. May 18, 2022**. Only questions submitted through this process, and subsequently answered in writing, can be relied upon.

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

2.5 Confidential and Proprietary Data

If any part of the proposal response, which is proprietary or confidential, the vendor must so identify and state in writing on the applicable page(s) of their proposal. **See Section 5.0, Item 10 regarding designation of confidential/proprietary information.**

2.6 RFP Disclaimers

The County reserves the right to reject any and all RFPs, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the County, is in the best interest of the County or Boulder Regional Emergency Telephone Service Authority.

Receipt of the RFP or submission of an RFP response confers no rights upon the vendor, nor obligates the **County nor BRETSA** in any manner.

- A. **The County nor BRETSA** will not be liable in any way for any costs incurred by vendors in the preparation and delivery of their responses to the RFP or for any subsequent discussions and/or product demonstrations.
- B. Any and all work performed for the **County or BRETSA**, including all documents associated with the project, shall become the exclusive property of Boulder County.
- C. Neither the **County or BRETSA** intend to use this RFP to award a contract, pay any costs incurred in preparing a proposal response, or to procure or contract for services or supplies.



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3.0 Submittal Section

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Information (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. Provide a brief overview of your company's background, qualifications, and experience. Indicate the number of years your firm has been providing, designing and/or supporting the type of software and/or services proposed hereunder. Vendors may use this section to provide a brief history of recent and current operations. Brochures and other published material may be attached to your response.
	Submit three references for similar projects your company has completed within the last three years and contact information. BRETSA will review all contractor evaluation forms from previous projects.
	Describe successful projects of similar functionality and scope. Additionally, please describe any previous experience with similar public safety agencies

	projects in this section. Also describe methodology used and experience with implementing projects on time and within budget.
	Describe the pricing and/or licensing structure typically used on comparable projects. Pricing and cost estimates should be broken out, as applicable, by software, professional services, implementation, and training. Pricing must include the cost of installing a Mass Notification system in a vendor hosted approach that is available to all PSAPs within Boulder County and the associated costs for installation, services, training, GIS/mapping conversion, support and maintenance.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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4.0 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.

**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.



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5.0 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 and BRETSA 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 BRETSA 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 purchasing email address 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 BRETSA 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 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 or resulting contract will be clearly stated in the proposal and contract 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. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal are not considered confidential.

BRETSA must disclose "public records" as defined by C.R.S. §24-72-202(6). Contractor may label documents or specific parts of documents provided BRETSA, "CONFIDENTIAL," together with the legend "DO NOT DISCLOSE," provided that Contractor thereby agrees to indemnify and defend BRETSA for honoring such a designation and refusing to provide a record in response to a request submitted pursuant to the Colorado Open Records Act. The failure to so label any document that is released by BRETSA shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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 and products with low toxicity levels when 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/>.

6.0 BRETSA CONTRACT

Attached to this RFP is the BRETSA Agreement, which will be executed by the Prime Contractor, awarded through the scoring and negotiation process. Vendors are allowed to submit proposed revisions or questions regarding the BRETSA contract. Vendors are expected review and raise any exceptions, or additions they have to the contract in their proposal submission. The proposed contract revisions will be taken under consideration during negotiations with the Vendor. Taking no exceptions or additions will retain the contract in whole during contract negotiations.



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7.0 MASS NOTIFICATION SPECIFICATIONS/REQUIREMENTS

Narrative Requirements. Vendors to provide a written narrative for the requirements in the following table:

No.	Requirement	Description	Vendor Response
1	Redundancy & Diversity	Describe how your proposed solution provides redundancy and diversity across time zones and regions to guaranty 24/365 availability. If your proposed solution relies on a third-party cloud service provider, provide a copy of your agreement with the cloud service provider and confirm that it does not restrict use of cloud service for applications which may impact life, health or property safety.	
2	Text-messaging	Describe what text-messaging systems your proposed solution can send ENS messages over.	
3	Priority of Emergency Notifications	<ol style="list-style-type: none"> 1. Describe your service parameters that include the prioritization, such as the time between launching an event and when the outbound dialing and message delivery begin. What Service Levels will you company provide in your agreement. 2. Describe how your Service adjusts call-rates to avoid overwhelming switch or router capacity and impeding achieved message delivery rates 	

4	Multifactor Authentication	<ol style="list-style-type: none"> 1. BRETSA has multiple municipalities/agencies which may require specific branding and messaging. Describe multi-factor authentication provided for the public to access their accounts. 2. Describe multi-factor authentication provided for authorized users to access the web interface(s). 	
5	Migration of existing citizen portal data	The system must be able to import the existing vendor's citizen notification portal data. Describe your process to migrate the existing citizen data to your solution.	
6	Reporting Requirements	Describe your solutions reporting capabilities, such as: <ol style="list-style-type: none"> a) fields which queries can be run b) How can the reports be customized c) length of retention of data d) How soon after (or even during) a notification can reports be pulled 	

Functional Requirements. Respondents will answer each of the functional requirements listed below with one of the following responses only:

Yes - The proposed system currently meets all the requirements of the section and is included in the proposed system, at the proposed cost.

No - The proposed system does not currently meet all the requirements of the section, the identified functionality is not included in the proposed solution, and the Respondent does not anticipate development to address this requirement.

Alternate (Alt) - The proposed system meets the intent of the section but does not accomplish it in the same manner as it has been described. When using this answer the Respondent shall attach a separate response to each of the requirements, explaining in detail how their product meets the intent of the requirement.

Modification Required (MR) - The proposed system does not currently meet all the requirements of the section, but the Respondent will address the requirement through new development. When using this answer the Respondent is committing to deliver the function as a part of a future project or contract. If the Respondent would be charging BRETSA for developing this functionality, the additional cost shall be clearly stated in a pricing section; otherwise, it shall be assumed that all related costs are included in the proposed cost.

Under Development (UD) – The proposed system does not currently meet all the requirements of this section. However, the required functionality is already being developed and will be delivered as part of this a future project or contract. If the Respondent intends to charge additional fees for the required functionality, the cost for the function must be clearly stated in the pricing proposal.

YES – (Y), NO – (N), ALTERNATE – (ALT), MODIFICATION REQUIRED – (MR), UNDER DEVELOPMENT – (UD)

MASS NOTIFICATION SPECIFICATIONS

NO.	A. System Functionality	
	Item No.	Description
1	1	Provide ability to send out messages by multiple methods including but not limited to landline, cell phone, email, text messaging, VoIP, social media (Facebook, Twitter).
2	2	Provide ability to send call list and group notifications.
3	3	Provide ability to send notifications to hearing-impaired (TDD/TTY).
4	4	Provide ability to send notifications to residential, commercial, non-profit, government agencies, and other establishments in a selected geographic location.
5	5	Provide internal notification ability for county and municipal employees.
6	6	Provide ability to publish notifications to websites that support API access like municipal/county websites and intranets.
7	7	Provide geographically targeted messaging.
8	8	Provide ability to select contacts from a map interface using a radius, geo shape, address search, or saved geo shapes.
9	9	Provide ability to add contacts to a single notification from lists, conditional attributes, and map from a single interface.
10	10	Provide ability to eliminate select contacts from a geo shape(s).
11	11	Provide ability to send notifications to contact paths based on priority set by subscriber during opt-in.
12	12	Provide ability to create internal polling notifications.
13	13	Provide ability to send invitations and host conference bridges.
14	14	Provide ability to use text to speech engine for all notifications.
15	15	Provide text to speech engine that translates multiple languages including Spanish.
16	16	Provide ability to attach files to notifications.
17	17	Provide ability to cancel or stop a notification already in progress.
18	18	Provide ability to create notification templates and/or similar tools to increase user efficiency.

19	19	Provide ability to automatically send follow-up notifications using identical contacts.
20	20	Provide ability to create scheduled notifications to be sent at future dates/times.
21	21	Provide ability to create custom voice recordings when creating notifications.
22	22	Provide interoperability or integration with other warning and communication systems (Alertus beacons, warning sirens, CAD, etc.).
23	23	Provide ability to use keyword notifications or similar tool for public engagement functionality.
24	24	Provide ability to launch notifications via mobile devices preferably with mobile app.
25	25	Provide separate environments for emergency notifications and internal notifications.
26	26	Provide ability to send a minimum of 300,000 voice and 600,000 text notifications per hour.
27	27	Provide ability to throttle calls based upon user designated severity/importance of the notification.
28	28	Provide the Caller-ID number and read-out for the outgoing calls based upon the individual phone number and name of the department/agency that is sending out the notification.
29	29	Provide ability to send pre-recorded and/or uploaded voice files.
30	30	Provide ability to send employee notifications, geo-based notifications, and deliver IPAWS messages—all in one step from a single launch process.
31	31	Provide ability to easily update a launched notification and send to all original contacts or non-connected contacts.
32	32	Provide ability to easily send a launched notification to new contacts.
33	33	Provide access to subscriber website with ability to automatically publish recent notification text and polygon/geo information.
B. IPAWS Messaging		
34	1	Provide compliant IPAWS origination tool operational in all IPAWS messaging methods (EAS, WEA, NWEM, COG to COG, and Public Alerts Feed). Ability to include URLs for websites in messages, including IPAWS messages
35	2	Provide a live IPAWS connectivity indicator.
36	3	Provide a message verification response from the IPAWS aggregator once a call is delivered.
37	4	Provide text boxes for WEA messages vs. EAS/NWEM messages to allow for the character restrictions of each with visible character count tabulations.
C. Automated Weather Notifications		

38	1	Provide capability of delivering unlimited automated calls/voice messages to the community for select warnings issued by the National Weather Service.
39	2	Provide ability for residents to subscribe to which types of weather notifications they receive (e.g., tornado, flash flood, and/or severe thunderstorm warnings) during opt in.
40	3	Provide ability to launch select automated weather warning calls based on the lat-long polygon issued by the National Weather Service and not the county or FIPS codes.
D. Contact and User Management		
41	1	Provide ability for administrative users to update or edit public contacts including login credentials.
42	2	Provide customizable opt in portal for public with agency specific branding and messaging
43	3	Provide adequate opt in and landline/VoIP capacity to accommodate Boulder County population.
44	4	Provide ability to enter at minimum two physical addresses, one home phone, two additional cell phones, and one email during the opt in process.
45	5	Provide automatic geo-coding for contacts.
46	6	Provide access to unlimited number of users including administrators, managers, and senders.
47	7	Provide ability for administrators to upload CSV contact files.
48	8	Provide ability for administrators to upload CSV user files.
49	9	Provide map-based drawing and selection tools.
50	10	Provide ability to import map-based shape files.
51	11	Provide ability to incorporate contact databases from local telephony providers with monthly updates into the system.
52	12	Provide ability to geocode and register resident's mobile cell phones.
53	13	Provide ability to save and name geo shapes that can be used when creating notifications.
54	14	Provide an opt-in environment where the public can create their own accounts and login to add or update addresses and contact methods with automated, semi-annual, notification prompting subscribers to update account information.
55	15	Provide ability to add contacts to multiple internal groups simultaneously.
56	16	Provide multiple levels of user access, i.e., allowing for account administrators, agency managers, notification senders, etc.
57	17	Provide ability to recover deleted contacts for a minimum period of 30 days.
58	18	Provide ability for administrative users to filter contacts by different characteristics, such as classification, opt out status, and those with at least one phone number, email, SMS device registered, etc.

59	19	Provide ability to receive custom responses back from recipients of email, text, and voice messages; that is, allowing the recipient to send a response or reply message.
60	20	Provide regularly updated phone data from the best and most comprehensive residential and business listings currently available from commercial sources, including information for landline, VOIP and, as possible and practical, cell phones.
61	21	Provide automated process for recognizing and reducing duplicate records for both public and internal contacts.
62	22	Provide process for removing inactive phone numbers from the database.
63	23	Provide phone validation processes to validate the user who registers owns the phone registered and is able to receive messages.
64	24	Provide ability identify subscriber groups and send targeted notifications based on uploaded attributes.
65	25	The system must be able to import the existing vendor's citizen notification portal data.
E. Interactive Voice Recorder		
66	1	Provide a toll-free telephone number for message recipients to call and receive updated information. This feature must also include a toll-free Interactive Voice Recorder (IVR) for personnel to update information.
67	2	Provide access to IVR through the system's website and allow residents to leave a recorded message for personnel. Additionally, the interface must allow personnel to track which issues have been resolved and provide the ability to leave notes, document details, see who resolved the issue, when it was resolved, and other pertinent details.
F. Reporting Analysis		
68	1	Provide statistical reporting and query functionality.
69	2	Provide searchable reports with the following information after notification broadcast: <ul style="list-style-type: none"> a. Date and time b. Name of initiating user c. Message content d. Name, address, and contact path for each recipient
70	3	Provide ability to automatically link multiple notifications to one incident or event for historical tracking.
71	4	Provide access to quick reports detailing notification, event, and usage summary and analysis.
72	5	Provide access to quick reports detailing opt in, unsubscribe, and subscriber log in activity.
73	6	Provide ability to create custom reports using multiple variables.

74	7	Provide ability to integrate the reporting data into a 3rd party database system by way of an API (Application Program Interface) or other like means
G. Security		
75	1	Provide user access via a secure web-based interface.
76	2	Provide ability for system administrators to set user and group permissions and manage login credentials.
77	3	Provide layered business continuity plan including triple-redundancy with facilities geographically separated across multiple power grids and time zones.
78	4	Provide system update and recovery plans.
79	5	Provide a system uptime guarantee
80	6	System should be offered as SaaS with ability to utilize from any location with an internet connection.
81	7	Provide optional multifactor authentication login requirement for users.
H. Training/Support		
82	1	Provide training environment where users can practice using the system with no impact to the public or internal contacts.
83	2	Provide test environment where users can test new functionality with no impact to the public or internal contacts.
84	3	Provide on-site and online training.
85	4	Provide access to written training materials.
86	5	Provide 365/24 live support including problem escalation.
87	6	Provide forum for user feedback and plan for feedback implementation

7.1 Quarterly GIS/MSAG data update

Currently BRETSA conducts quarterly updates of its MSAG data to update the street, address, and telephone numbers (landline). BRETSA receives comma delimited text file formats from both Comcast and CenturyLink/Lumen. Comcast uses the .CSV format and Lumen uses the .TXT format. The addresses are geo-validated with lat/long and updated. Specify how your product can accommodate quarterly updates of MSAG data, how the addresses will be geo-validated and the associated cost to conduct these quarterly updates.

7.2 Interfaces

The list below shows the third-party systems that would need to interface to the Mass Notification system. The vendor shall propose how their system can integrate to the existing system(s).
Proposed Interfaces:

- Central Square Computer Aided Dispatch (CAD).
 - Provide paging/internal notification solution integrated with CentralSquare (formerly TriTech) Computer Aided Dispatch (CAD).



Boulder County Purchasing

1325 Pearl Street

Boulder, CO 80302

purchasing@bouldercounty.org

8.0 PRICING & COSTS

Provide costs information as follows:

8.1 Mass Notification System

Vendor should present the pricing and total cost information in the following format. Pricing and cost estimates should be broken out, as applicable, by software, professional services, implementation, and training. Pricing must include the cost of installing a Mass Notification system in a vendor hosted approach that is available to all PSAPs within Boulder County and the associated costs for installation, services, training, GIS/mapping conversion, support and maintenance.

BRETSA MASS NOTIFICATION SYSTEM

NAME OF PROPOSER: _____

Product/Feature/Option	One-time or Recurring Cost	Quantity	Unit Price	Total Price
Qtrly MSAG Update (7.1)				
CAD Interface (7.2)				

Five Year Pricing Option:			First Year Fees:	
			Year 2 Annual Fees:	
			Year 3 Annual Fees:	
			Year 4 Annual Fees:	
			Year 5 Annual Fees:	



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
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9.0 INSURANCE AND W-9 REQUIREMENTS

General Liability	<p>\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations</p>
Excess or Umbrella	May be required if higher limits are requested.
Automobile Liability	<p>\$1,000,000 Each Accident *Including Hired & Non-Owned Auto</p>
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	<p>\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years</p>
Pollution Liability	<p>\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years</p>
Third Party Fidelity or Crime Insurance	\$1,000,000 Per Loss
Miscellaneous Other	
Cyber Insurance	<p>\$1,000,000 Software \$1,000,000 Hardware \$2,000,000 Cloud/Low Risk \$5,000,000 Cloud/Moderate Risk \$10,000,000 Cloud/High Risk \$1,000,000 Implementation</p>

**Technology Errors
& Omissions**

\$1,000,000 Software
\$1,000,000 Hardware
\$2,000,000 Cloud/Low Risk
\$5,000,000 Cloud/Moderate Risk
\$10,000,000 Cloud/High Risk
\$1,000,000 Implementation

W-9 REQUIREMENT

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

***In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:**

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

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. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, you may request one in your response with an explanation.



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 Boulder, CO 80302
purchasing@bouldercounty.org

10.0 Evaluation Criteria

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

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

A weighted scoring matrix will be used by BRETSA in its evaluation and selection process which is shown below:

No.	Description	Percent
1	Vendor’s Service and Support Capabilities	20 %
2	Vendor References and Product Demonstration	10 %
3	Compliance With BRETSA’s Narrative and Functional Requirements In RFP #7311-22	50 %
4	Cost And Price	20 %

11.0 SERVICE AGREEMENT

BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY (BRETSA)

MASS NOTIFICATION SYSTEM

FILE NO.: BRETSA 7311-22

**BOULDER REGIONAL EMERGENCY TELEPHONE
SERVICE AUTHORITY (BRETSA)**

AGREEMENT [SERVICES]

**EMERGENCY NOTIFICATION SERVICE
INTERNAL MESSAGING AND CONFERENCE SERVICES**

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Section 2 BRETSA Contract Project Management.

Section 3 BRETSA's Responsibilities.

Section 4 Mutual Obligations of BRETSA and Contractor.

Section 5 Payment and Fee Schedule.

Section 6 Laws, Resolutions and Ordinances.

Section 7 Termination of Contract.

Section 8 Change Orders or Extensions.

Section 9 Intellectual Property Rights.

Section 10 “Flow-Through” Obligations of Contractors and Subcontractors.

Section 11 Contractors Representations and Warranties.

Section 12 Examination of Records.

Section 13 Indemnification.

Section 14 General Provisions.

APPENDICES

Appendix No. 1: Contractor Address for Notices.

Appendix No. 2: Contractor Data and Tax Certification.

Appendix No. 3: Certification of Compliance.

Appendix No. 4: Insurance Requirements.

Appendix No. 5: Independent Contractor Affidavit.

Appendix No. 6: Subcontractors.

Appendix No. 7: BRETSA RFI ____-21, As Amended.

Appendix No. 8: Contractor Response to BRETSA RFI ____-21.

Appendix No. 9: BRETSA RFP ____-22, As Amended.

Appendix No. 10: Contractor Response to BRETSA RFP ____ -22 (“Bid”)

Appendix No. 11: Statement of Work.

Appendix No. 12: Schedule of Products, Components, Parts and Materials, and Software.

Appendix No. 13: Work Schedule & Project Timeline.

Appendix No. 14: Acceptance Testing & Acceptance Criteria.

Appendix No. 15: Service Level Agreement (Failures & Errors; Support Response Times).

Appendix No. 16:	Security Plan.
Appendix No. 17:	Emergency Management; Business Continuity Plan.
Appendix No. 18:	Change Orders.
Appendix No. 19:	Training Plan.
Appendix No. 20:	BRETSA Encryption Standard
Appendix No. 21:	Price; Payment.

AGREEMENT

THIS AGREEMENT is made as of _____, 2022 by and between the **BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY** (hereinafter “**BRETSA**”) and _____, a _____ corporation, hereinafter “**Contractor**”).

WITNESSETH, that whereas BRETSA intends that Contractor provide certain products and/or services as hereinafter provided, and Contractor intends to provide such products and/or services in exchange for the consideration set forth herein;

NOW, THEREFORE, BRETSA and Contractor for the consideration hereinafter set forth agree as follows:

1. CONTRACTOR PERFORMANCE.

1.1 Emergency Notification Service and Internal Messaging and Conference Services. Contractor shall provide Emergency Notification Service (“ENS”) and Internal Messaging and Conference Services (“Messaging Services”) meeting the specifications set forth in BRETSA RFP No. ____-22, and Contractor’s proposal submitted in response thereto, copies of which are attached at Appendix Nos. 9 and 10, respectively, and as more fully set forth in Appendix No. 11, Statement of Work, Appendix No. 12, Schedule of Products, Components, Parts and Materials, and Software, Appendix No. 13, Work Schedule & Project Timeline, Exhibit No. 14, Acceptance Testing & Acceptance Criteria, Appendix No. 15, Service Level Agreement (Failures & Errors; Support Response Times), Appendix No. 16, Security Plan, Appendix No. 17, Emergency Management; Business Continuity (*if applicable*), and Appendix No. 19 hereto, Training, respectively, for use by the Public Safety Answering Points associated with and funded by BRETSA, the public safety agencies dispatched thereby, and other associated county and municipal governmental entities or agencies in Boulder County, Colorado. The “Statement of Work” (“SOW”) includes and means Appendix No. 11 *and such other exhibits, attachments and appendices* as are referenced therein and/or collectively means the documents that describe the Services to be provided by Contractor and such Products, Components Parts and Materials and Software as may be provided by Contractor to facilitate use of the Services (“Products,” and collectively the “Services and Products”) including the Tasks, Deliverables and Milestones, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services and Products that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone. Contractor’s submission of its Bid constitutes its acceptance of all terms hereof to which Contractor has not expressly objected in its Bid Documents, as hereinafter defined. In consideration for Contractor’s performance of the foregoing in compliance with the terms and conditions of this Agreement, BRETSA shall provide the consideration pursuant to Appendix No. 21 hereto, Price; Payment, in compliance with and subject to the terms and conditions of this Agreement.

1.2 Incorporation In Contract; Order of Priority. BRETSA Request for Proposal ____-22 and the specification for the Services and Products (“Service Specifications”) included therein, together with any formal alterations or modifications to the Service Specifications included in any amendment to the RFP issued or published by BRETSA prior to the Response Deadline (the “Bid Documents”), are attached hereto at Appendix No. 9 BRETSA RFP ____-22, as amended, and are expressly incorporated herein by reference. Contractor’s response to BRETSA RFP ____-22, together with any amendments thereto received by BRETSA prior to the Response Deadline is attached hereto at Appendix No. 10, Contractor Response To BRETSA RFP ____-22 (“Bid”), and is incorporated herein by reference. BRETSA RFI ____ 21 and Contractor’s response to BRETSA RFI are attached hereto at Appendix Nos. 7 and 8 respectively, and incorporated herein by reference. All statements made by Contractor are warranties. Contractor’s disclaimer of any warranty following selection of Contractor’s bid or proposal shall be grounds for termination of this Agreement and claim for reimbursement of BRETSA expenses in issuing the RFP, reviewing and selecting among responsive proposals, and selecting and negotiating the Statement of Work with Contractor. In the event of a conflict between the terms included in the body of this Agreement and the SOW(s), the Bid Documents and Contractor’s Bid Response, the terms in the body of this Agreement shall govern.

The terms and conditions of this Agreement supersede any other oral or prior written understanding concerning the nature of this Agreement.

The entire Agreement consists of following documents:

- a. These Terms and Conditions, the Statement of Work (“SOW”), all Attachments, and Exhibits. The SOW is a detailed statement of any products, components, parts and materials, and software Contractor shall provide BRETSA hereunder, and Services Contractor shall provide and provision to BRETSA hereunder. The Service Level Agreement (“SLA”) defines types of errors and problem severity levels, error reporting and response procedures, periods within Contractor shall respond to an error report or resolve errors for each severity level, and the reduction in consideration or the credit due BRETSA for any failure of Contractor to respond to or resolve the error within the specified period.
- b. The Request for Proposal (RFP) Number ____-22 dated _____ 2022, including any amendments thereto.
- c. Handouts and other applicable documents as distributed during the Pre-Bid Conference (_____, 2022) and as incorporated herein as Attachments.
- d. Respondent’s Bid dated _____, 2022 and any clarifications or amendments submitted in response to requests by BRETSA prior to .
- e. The Request for Information (RFI# 7258-21, hereinafter RFI) dated

_____, 2021, as amended, and Contractor's response thereto, with respect to Contractor's description and specifications for the Services and Products.

If there are any inconsistencies or ambiguities in this Agreement, the Agreement shall be interpreted by the documents in the order of precedence referenced above.

1.3 Products. Appendix No. 12 hereto, Schedule of Products, Components, Parts and Materials, and Software, shall include complete specifications to all products, components, parts and materials, and software provided by Contractor to BRETSA as necessary or convenient for use the Services, together with Contractor's price for each non-custom, off-the-shelf item Contractor proposes to provide and Contractor's best good-faith estimate of the cost or range of costs from third-party vendors for each such item Contractor proposes to provide. BRETSA shall have the option of providing or procuring any or all such items from a third party, and the Contract Price shall be reduced by the amount of Contractor's price for such scheduled items which BRETSA provides or procures other than through Contractor. Title to Products provided by Contractor shall pass to BRETSA upon Final System Acceptance.

1.4 Approval of Contractor Personnel, Subcontractors.

a. Contractor Responsible for Services. Except as otherwise expressly provided in this Agreement, Contractor shall be responsible for providing all of the resources necessary to provide the Services, including, without limitation, facilities, personnel, software and equipment. In this regard, Contractor shall maintain the equipment and software used to provide the Services, including (i) maintaining equipment in good operating condition; (ii) undertaking repairs and preventive maintenance on equipment in accordance with the applicable equipment manufacturer's recommendations; and (iii) performing software maintenance, (iv) maintaining the compatibility of the equipment, software, products, components, parts and materials, and software provided by Contractor to BRETSA to necessary or convenient for use the Services, and other technologies used by Contractor in performing the Services (and for which Contractor is responsible) and with those used by BRETSA in order for Contractor to provide, and BRETSA to utilize, the Services. Notwithstanding anything to the contrary contained herein, under no circumstances shall any subcontracting by Contractor relieve Contractor of any of its obligations under this Agreement.

b. BRETSA Approval of Subcontracts. Contractor shall not engage the services of subcontractors who are not identified in Appendix No. 6, Subcontractors, without the prior written consent of BRETSA. Contractor accepts full responsibility for the actions of any employee or Subcontractor (whether identified in Appendix No. 6 or subsequently approved by BRETSA) who carry out any of the provisions of the Agreement. The Contractor is required to retain the requisite amount of legal control over its Subcontractors such that the Contractor can remain the single point of contact

for BRETSA and retain ultimate responsibility for all services performed under the Agreement.

- c. **Due Diligence in Selection of Employees, Subcontractors.** In the event that Contractor subcontracts any portion of the Services to a subcontractor(s), Contractor hereby represents, warrants and covenants that it shall conduct appropriate due diligence processes in advance on such agents, subcontractors, or third-parties to determine in advance their suitability to perform such portion of the services as are subcontracted to it and to comply with all other provisions of this Agreement to Contractor, including without limitation all provisions related to cyber security and confidentiality of information.

Contractor shall ensure that it has an adequate number of qualified Personnel with suitable training, education, experience and skill to perform the Services at all times, and to quickly adjust to any increases or decreases in the volume of applicable work performed as part of the Services provided BRETSA and other customers of Contractor.

- d. **Subcontracts To Be in Writing.** All Subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement, and the cyber security and confidentiality provisions hereof. Unless waived in writing by BRETSA, all Subcontracts between the Contractor and Subcontractors shall expressly name BRETSA and its associated governmental entities or agencies, as the sole intended third-party beneficiaries of such Subcontract. BRETSA reserves the right to review and approve or reject any Subcontract , as well as any amendment to said Subcontract(s), and this right shall not make BRETSA or any associated governmental entity or agency a party to any Subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontract or against BRETSA or any associated governmental entity.

- e. **BRETSA To Be Provided Copies of Subcontracts.** Contractor shall provide BRETSA a written copy of all Subcontracts and third-party contracts related to the provision of services to BRETSA under this Agreement upon request, and include a certification that it has fully disclosed all terms and conditions of such contracts and will disclose any amendments which occur subsequent to the original submission. Failure to provide such information shall constitute a breach of this Agreement. Any waiver of breach as a result of Contractor's failure to furnish information required in this paragraph shall not be deemed a waiver of any subsequent breach. The Contractor may request BRETSA's approval to submit redacted copies of such subcontracts and third-party contracts from which trade secrets or proprietary information has been removed. BRETSA reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and subcontractor is in compliance with all of the provisions of this Section and

any subcontract provisions contained in this Agreement.

- f. Notice of Subcontract Litigation.** The Contractor shall give BRETSA immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any Subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.
- g. Cloud Service Subcontract(s).** If Contractor subcontracts with one or more cloud service providers for services such as Emergency Notification Service or emergency response, Contractor shall confirm that the cloud services contract does not include restrictions on such use (*e.g.*, for purposes where failure or interruption of services could lead to death, serious bodily injury or property or environmental damage).
- h. Identification of Contractor Personnel, Subcontractors.** Contractor shall also provide BRETSA's Executive Assistant, for BRETSA's approval, the names, addresses, qualifications, and other information BRETSA may reasonably request of all employees, subcontractor employees or other individuals who will perform work on the premises of any public safety agency associated with BRETSA, or who will have access to confidential security, public safety incident, or personnel information of such public safety agencies or personal information of any individual who may be involved in a public safety incident (an incident which results in a telephonic or radio communication with a PSAP or the dispatch of First Responders), including any CJIS certification and training level.
- i. Police Background Check.** The names and qualifications of such individuals or firms, and such other information as BRETSA may require to complete a police background check and other reviews or approvals as it may deem appropriate, shall be provided at least five working days prior to the earlier of (i) the date on which such individuals and/or firms will be present on the premises of a BRETSA or associated agency (ii) provide services pursuant to this Agreement, or (iii) have access to confidential security, public safety incident, or personnel information of such public safety agencies or personal information of any individual who may be involved in a public safety incident (an incident which results in a telephonic or radio communication with a PSAP or the dispatch of First Responders).
- j. Access to BRETSA Facilities.** No individual or firm shall be provided access to BRETSA or associated agencies' facilities and/or provide services pursuant to this Agreement prior to BRETSA's approval of their qualifications and completion of a police background check on each such individual. Contractor shall be responsible for the performance of the personnel and additional firm(s) it assigns or engages to provide services pursuant to this Agreement. Nothing contained herein shall create a contractual relationship between any

additional firm(s) and BRETSA. BRETSA's approval of an individual to have access to a public safety agency premises or to confidential information shall not constitute BRETSA's acceptance or approval of such individual's qualifications or assignment to do such work as may be assigned by Contractor or any subcontractor. The failure of any individual engaged by Contractor to provide services pursuant hereto to pass a police background check, or authorities taking any such individual into custody a result of a police background check, shall not excuse Contractor's timely performance hereof.

- 1.5 Work Schedule.** Contractor agrees that time is of the essence under this Agreement. Provisioning of the Services and Products to be provided pursuant to this Agreement shall be commenced immediately upon execution of this Agreement, and shall be completed no later than the Final Project Completion Date set forth in Appendix No. 13, unless extended by BRETSA in writing. Contractor shall perform any work at BRETSA sites during the hours designated by BRETSA so as to avoid inconvenience to the BRETSA and its associated PSAPs and agencies and its and their personnel, and to avoid interference with BRETSA's and its associated PSAPs' and agencies' operations. Appendix No. 13 hereto, Work Schedule and Project Timeline, shall include ranges of dates for work at BRETSA's site(s) to be completed, and Contractor acknowledges that work at BRETSA sites, if any, may need to be scheduled at times of low activity in the BRETSA-associated PSAPs, including outside of regular business hours and on weekends. Contractor also acknowledges that scheduled work may need to be rescheduled in the event of occurrence of major public safety incidents or unanticipated levels of minor public safety incidents. To the extent reasonably possible, in the event that work cannot be performed at a BRETSA-associated PSAP or other site due to such circumstances Contractor should be prepared to perform work at an alternative BRETSA PSAP or site. BRETSA will reimburse Contractor for documented and non-recoverable travel and lodging expenses in and to the Boulder County, Colorado area for personnel who are unable to complete scheduled work due to such unanticipated events. The Final Project Completion Date set forth in Appendix No. 11 shall anticipate reasonable work delays.
- 1.6 Supervision and Oversight of Contractor.** Contractor shall ultimately be responsible to, and be supervised by, the BRETSA Board and its Executive Assistant. However, on a day-to-day basis, Contractor shall schedule and coordinate its performance of this Agreement with The Altavista Group Inc. ("TAG"), and submit its Task Completion Reports and Invoices to TAG for preliminary approval, pursuant to Section 2 hereof.
- 1.7 Contractor Liable for Injury and Damage.** Contractor shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts or errors and omissions of Contractor, its agents and employees. If Contractor knows of the damage, Contractor shall notify BRETSA immediately. If BRETSA discovers the damage, BRETSA will notify Contractor immediately. Repair shall be accomplished under BRETSA direction and to BRETSA specifications so property is in as good or better condition than before the damage occurred. Contractor shall provide BRETSA with a certificate of liability coverage in

accordance with Appendix No. 4 hereto.

1.8 Contractor Payment of Subcontractors. Contractor shall include any subcontractor charges in its invoices, without markup, surcharge or other fee by Contractor. Contractor shall pay any subcontractor charges out of funds transmitted by BRETSA in payment of its invoices. BRETSA shall not be responsible for processing or payment of subcontractor invoices. Contractor represents, warrants and guarantees that it shall pay subcontractors all amounts due, and shall promptly address any subcontractor claims and remove any liens for nonpayment for subcontractor services. BRETSA may at any time, in its sole discretion, require delivery of a payment bond to assure payment of subcontractors, employees and suppliers, if any. BRETSA may, in its sole discretion, withhold funds otherwise due under this Agreement and make payments directly to Subcontractors. This Section 1.6 does not create any obligation of either BRETSA or Contractor to any third party, and there are no third-party beneficiaries.

1.9 Contractor's Standard of Performance. Contractor warrants that it will diligently and effectively perform all work to the satisfaction of BRETSA. BRETSA shall be the sole judge of the quality of performance. Contractor expressly agrees that excessive defects in the Services and Products, repeated failures of the Services or Products, or failures of the Services and Products to meet the specifications therefor, shall constitute a breach of this Agreement.

2. BRETSA CONTRACT PROJECT MANAGEMENT.

2.1 BRETSA has contracted with TAG to provide project management for BRETSA with respect to the acquisition, provisioning and performance of the Services and Products and performance of all of the terms of this Agreement. TAG shall be the primary point of contact for Contractor, shall coordinate the scheduling of and shall monitor Contractor's performance of this Agreement for BRETSA, and preliminarily approve Contractor's Task Completion Reports and Invoices.

3. BRETSA RESPONSIBILITIES.

BRETSA shall, directly and/or through TAG:

3.1 Provide full information including detailed scope or deliverables as to its requirements for the Services and Products.

3.2 Give prompt notice to Contractor whenever BRETSA observes or otherwise becomes aware of any discrepancies in the Services and Products.

3.3 Furnish, or direct Contractor to provide at BRETSA'S expense through appropriate Change Orders executed by BRETSA and Contractor, any necessary additional Services and Products.

3.4 Timely execute Task Completion Reports, and timely pay all invoices.

3.5 Subject to Section 1.5 hereof, Contractor is not liable for delays in performance which

are caused by BRETSA, BRETSA'S contractors, or events which are outside the control of the parties and could not be avoided by the exercise of due care.

4. MUTUAL OBLIGATIONS OF BRETSA AND CONTRACTOR.

- 4.1** This Agreement does not guarantee to Contractor any work except as authorized in accordance with Section 1 above, or create an exclusive contract.
- 4.2** This Agreement, any interest herein, and the performance contemplated under this Agreement shall not be assigned, sublet or transferred by Contractor, including to an affiliate or subsidiary of Contractor, without the written consent of BRETSA in its sole discretion. Contractor shall not assign any claims for money due or to become due under this Agreement without the prior written approval of BRETSA.
- 4.3** BRETSA may transfer or assign the Contract to another Boulder County, Colorado agency or governmental entity at its sole discretion by informing Contractor in writing of such a transfer or assignment. Contractor shall execute any documents required to accomplish the transfer or assignment of the Contract. Contractor shall comply with any instructions from BRETSA to accomplish the transfer/assignment of the Contract at no additional cost to BRETSA.
- 4.4** Contractor and any and all of its personnel utilized by Contractor under the terms of this Agreement shall remain the agents and employees of Contractor and are not, nor shall be construed to be, agents or employees of BRETSA.
- 4.5** All data collected by Contractor and all originals, or reproductions at the option of BRETSA (provided that in no event shall BRETSA be responsible for the costs of such reproduction), of documents, notes, drawings, tracings, databases, and files collected or prepared in connection with the Services and Products, except Contractor's personnel and administrative files, shall become and be the property of BRETSA. However, Contractor shall retain the right to freely use, publish and apply to other projects non-proprietary and non-confidential information, data, results, and materials developed by Contractor in the course of performing under this Agreement.

5. PAYMENT AND FEE SCHEDULE.

It is understood and agreed by and between the parties hereto that BRETSA shall pay Contractor for the Services and Products, and Contractor shall accept as full payment for such Services and Products, amounts of money computed as follows:

- 5.1 Total Compensation:** BRETSA agrees to pay and Contractor agrees to accept for the Services and Products, including provisioning and maintenance of the Services and Products, the amount set forth in Appendix No. 18 hereto, subject to such setoffs adjustments pursuant to Sections 1.3, 1.5, 1.8 and 7.3.b.
- 5.2 Project Milestones:** Appendix No. 11 hereto, Work Schedule and Project Timelines, shall identify natural "Milestones" at which discrete portions of the work or subprojects will be completed, and compliance with the Specifications for such

portions of the work or subproject can be assessed. The Project Milestones, upon successful completion of which a portion of the consideration hereunder will be due, shall be set forth in Appendix No. 11 and in Appendix No. 21, Price; Payment. BRETSA shall have the right to withhold/retain a portion of payments, or delay payments to the Contractor, in whole or in part, if the Contractor fails to perform its obligations set forth in this Agreement, or as stipulated in the mutually-agree Project Milestones.

5.3 Acceptance Testing: Appendix No. 11 hereto, Work Schedule and Project Timelines, shall identify natural “Milestones” at which discrete portions of the work or subprojects will be completed, and compliance with the Specifications for such portions of the work or subproject can be assessed. The Acceptance Test Procedures and Acceptance Criteria for each Milestone shall be set forth in Appendix No. 12 hereto, Acceptance Testing & Acceptance Criteria. A Milestone shall not be deemed to have been completed and any required payment deemed due until Acceptance Tests for the Milestone have been completed and all Acceptance Criteria for the Milestone have been met. Provisioning of the Services and Products shall not be deemed to have occurred and Final Payment therefore or Service subscription fees shall not be due until Final Acceptance Tests have been completed, Final Acceptance Criteria have been met, described in Section 1 hereof perform as represented and warranted, and the Services and Products have been in continuous operation for 90-days without a Significant Failure or Error as that term is defined in Appendix No. 14. BRETSA representatives shall be present and observe all Acceptance Tests and have full access to all results.

5.4 Procedure for Billing and Payment.

a. Contractor Submission of Task Completion Report and Invoice.

Contractor shall submit to TAG a Task Completion Report (“TCR”) and Invoice including:

- (1) Description of the Milestone completed upon which payment is due,
- (2) Itemization of any and all remedial steps taken after initiation of Acceptance Testing,
- (3) Itemization of any expenses incurred by Contractor which are to be reimbursed by BRETSA pursuant hereto, and
- (4) Documentation of successful testing or other documentation of completion of the project.
- (5) Contractor shall provide such itemization at a level of detail for BRETSA to be able to confirm that the invoiced charges are valid and due. Contractor shall cooperate with BRETSA requests for greater detail.

b. The Altavista Group Inc. Approval of Contractor Invoices.

- (1) TAG shall have seven (7) days to review and approve each TCR and Invoice submitted by Contractor.
- (2) TAG may reasonably request additional documentation to support any TCR and Invoice submitted by Contractor, and may conduct additional testing or user testing (including in a production environment). TAG may extend the date for approval of any TCR and invoice by up to seven (7) additional days in the event additional time is reasonably required to review the work completed by Contractor or for additional acceptance testing or review, or by up to seven (7) days from the date of its receipt of additional documentation submitted by Contractor in response to a request by TAG. In the event TAG and/or BRETSA determine that the completed work does not meet applicable specifications or test criteria, TAG shall provide notice to Contractor and Contractor shall remedy the non-compliance.
- (3) Upon TAG's approval of any Contractor TCR and Invoice, TAG shall forward the TCR and Invoice to BRETSA's Executive Assistant for processing and payment. If at the end of the initial period for TAG's review of the TCR and Invoice pursuant to Subsection (1) above or any extended period for TAG review pursuant to Subsection (2) above TAG is in good faith unable to approve any portion of a TCR or Invoice, TAG shall forward the TCR and Invoice to BRETSA's Executive Assistant for processing and payment of the undisputed portion of the Invoice and for BRETSA to address and resolve with Contractor the disputed portion of the Invoice. PROVIDED, HOWEVER, that if the disputed portion of the Invoice involve a material breach of this Agreement by Contractor, including a material breach for which the remedy of termination of the Agreement may be available, BRETSA may withhold payment of the undisputed portion of the Invoice unless and until the breach is cured or this Agreement is terminated.
- (4) Payment of Contractor's invoices shall be due within 30 days of the date TAG approves a TCR and Invoice. Payment of any disputed portion of a TCR and Invoice shall be due within 30-days of resolution of such dispute.
- (5) Review and approval or disapproval of any TCR and Invoice, or portion thereof, by TAG shall be without prejudice to BRETSA's review, approval or disapproval of the TCR and Invoice.

5.5 Delivery and Acceptance of Products and Services.

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- a. Delivery of Products.** The prices are the delivered price to BRETSA or BRETSA-associated entities. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to BRETSA or a BRETSA-associated entity, except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

All deliveries will be "Inside Deliveries," unless otherwise specified in the SOW. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify BRETSA and indemnify BRETSA or BRETSA-associated entity for costs of repair.

All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the BRETSA Contract or Purchase Order number.

- b. Acceptance of Products.**

Where the SOW or other Appendix hereto does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the Uniform Commercial Code.

All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the BRETSA at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the Uniform commercial code, and the Contractor is liable for any resulting expense incurred by BRETSA related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

If the SOW provides for Acceptance Testing to ensure conformance to an explicit standard of performance, the SOW shall set forth the Acceptance

Testing Procedure and Acceptance Criteria, the time for completion of Acceptance Testing and the rights and obligations of the parties upon failure of products or services to meet the Acceptance Criteria.

The warranty period shall begin upon Acceptance.

- c. **Acceptance of Services.** For deliverable services, Contractor will complete and submit to BRETSA all deliverables in accordance with the timeline as prescribed in this Agreement, any statement of work, purchase order, or similar document. The acceptance criteria for each deliverable shall be its substantial conformance, to be determined in BRETSA's sole discretion, to the requirements and descriptions set forth in any statement of work, purchase order, or similar document. If any part of the services do not conform with the requirements of this Agreement, BRETSA may require Contractor to reperform the services in conformity with the requirements of this Agreement at no increase in the amount of consideration hereunder. If defects in services cannot be corrected by re-performance, or defects are in recurring or subscription-based services, BRETSA may: (i) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and (ii) reduce the Agreement price to reflect the reduced value of the services performed. Notwithstanding anything to the contrary as may be contained in any statement of work, purchase order, or similar document, BRETSA shall accrue no liability for payment for any deliverable supplied to BRETSA without affirmative written acceptance of such deliverable by BRETSA.

5.6 Reimbursement for Expenses. BRETSA shall reimburse Contractor for reasonable expenses pursuant to Section 1.5 hereof, if and as provided in Appendix No. 21 hereto, Price; Payment.

5.7 Documentation and Limitation on Reimbursable Expenses.

- a. Contractor shall document all expenses for which reimbursement is requested or provided, including copies of invoices, statements and receipts for all expenses.
- b. Contractor shall not markup reimbursable expenses, charge a processing fee or otherwise charge or receive from BRETSA any greater sum than Contractor's net expense for any cost or expense submitted for reimbursement pursuant to Section 5.7, if any. Any rebates, volume discounts or premiums shall be for the benefit of BRETSA, except for premiums earned on a credit card used by Contractor for initial payment of such expense which does not increase or decrease the amount of the expense.
- c. BRETSA does not provide reimbursement for alcoholic beverages or other intoxicating substances, whether or not lawfully purchased and/or consumed.

5.8 Set-Off. BRETSA may set off, as a credit against any charges payable to Contractor under this Agreement, any SLA Credits owed to BRETSA pursuant to the SOW and SLA, any mutually agreed amounts to be paid, reimbursed, credited or otherwise owed or owing to BRETSA by Contractor under this Agreement and any amounts that are determined to be owed to BRETSA, including any amounts owing to Customer, as identified in audits performed pursuant to this Agreement.

6. LAWS, RESOLUTIONS AND ORDINANCES.

6.1 Contractor, at all times, agrees that it and its subcontractors shall observe all applicable Federal and State Laws and local Resolutions and Ordinances, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the Services and Products contemplated under this Agreement. Without limiting the scope of this provision, the Agreement is specifically subject to the following statutory requirement:

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

7. TERMINATION OF CONTRACT.

7.1 Termination for Cause. In the event a material breach of this Agreement remains uncured following reasonable notice of said breach, the non-breaching Party may terminate this Agreement upon written notice specifying the effective date thereof, provided BRETSA shall have at least thirty (30) days to cure any such alleged breach. In the event Contractor illegally discriminates among or against any person or persons, no opportunity to cure such breach need be provided by BRETSA.

7.2 Termination for Governmental Convenience. Change in BRETSA Policy. BRETSA may terminate this Agreement at any time upon reasonable notice specifying the date thereof, provided Contractor shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

7.3 Effect of Termination.

a. Ownership of Work Product. In the event of termination, all finished and unfinished work product(s) prepared by Contractor pursuant to this Agreement shall become the sole property of BRETSA, provided Contractor is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Contractor shall not be liable with respect to BRETSA'S subsequent use of any incomplete work product, provided Contractor has notified BRETSA in writing of the incomplete status of such work product.

b. BRETSA'S Right to Set-Off and other Remedies. Termination shall not relieve Contractor from liability to BRETSA for damages sustained as the result of Contractor's breach of this Agreement, including cost of cover; and

BRETSA may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

- c. **Termination Due To Disclaimer Of Warranty.** In the event BRETSA terminates this agreement for cause due to Contractor's disclaiming a warranty following selection of Contractor's Bid (whether or not prior to mutual acceptance of all Appendices to this Agreement), Contractor shall reimburse BRETSA for its costs incurred in the RFP and bid selection process, and negotiating the terms of the Appendices with Contractor, through the date of such disclaimer.

7.4 Cooperation in Wind-up; Transition.

- a. **Cooperation.** In the process of evaluating whether to allow the expiration, termination or renewal of this Agreement, BRETSA may consider obtaining, or determine to obtain, offers for performance of services similar to the Services prior to or following the termination/expiration of this Agreement. As and when reasonably requested by BRETSA for use in such a process, Contractor shall provide to BRETSA such information as BRETSA may reasonably request to prepare an RFQ, RFP or similar document to solicit competitive offers to provide the service. Contractor shall not be required to provide trade secret information regarding the service(s) it provides or the manner in which it provides the service(s).
- b. **Extension of Termination Date.** In the event BRETSA has issued, prior to the end of the initial or any renewal or extension of the term of this Agreement, an RFQ, RFP or similar document to solicit competitive offers to provide a similar service on a continuing basis, but upon expiration of the then-current term of the Agreement (i) BRETSA has not awarded the contract or (ii) BRETSA has awarded the contract but the provider to whom the contract was awarded has not completed provisioning and testing the service and training; BRETSA may upon 30-days notice extend the term of this Agreement for up to three terms of three-months each at the rates provided for the expiring term.
- c. **Transition Plan.** Within fifteen (15) days of receipt of a notice of termination or six (6) months prior to the end of the Term of the Agreement, whichever event occurs first, the Contractor shall provide BRETSA a draft of a detailed written plan for Transition (Transition Plan) which outlines, at a minimum, the tasks, milestones and Deliverables associated with the smooth transition of services to BRETSA, a third-party successor contractor. The final Transition Plan will include all items necessary to the continuation of the Service meeting the parameters required herein, and a description of the procedures the Contractor will use to return or destroy BRETSA Confidential Information, as defined in the herein. Contractor agrees to amend the Transition Plan to include all other information deemed mutually necessary by BRETSA and Contractor. There will be no cost to BRETSA for any portion

of the development of the Transition Plan.

- d. No Interruption in Service.** At all times during the Transition Period and unless directed otherwise in writing by BRETSA, the Contractor shall continue to fulfill all of its contractual obligations set forth in the Agreement until such time as BRETSA: (i) has approved the Contractor's proposed Transition Plan, as defined herein; and (ii) an orderly transition to BRETSA, or a third-party successor contractor has been completed pursuant to the approved Transition Plan. The Contractor shall be required to meet its contractual obligations pursuant to the Agreement notwithstanding the issuance of a notice of termination of the Agreement by BRETSA.
- e. Contractor Transition Services.** "Transition Services" shall be deemed to include Contractor's responsibility for all tasks and services outlined in the Agreement, and for transferring in a planned manner specified in the Transition Plan all tasks and services to BRETSA or a third-party successor contractor. It is expressly agreed between the Parties that the level of Service during the Transition Period shall be maintained in accordance with and shall be subject to all the terms and conditions of the Agreement, provided, however, that where, during the Transition Period, tasks or services are transitioned to or assumed by BRETSA or third-party or the successor contractor, Contractor shall not be held responsible for the acts or omissions of BRETSA or the third-party or the successor contractor or for Service degradation resulting from the acts or omissions of BRETSA or the third-party or the successor contractor.
- f. Responsibilities for Transition.** Contractor shall cooperate with the State and the third-party or successor contractor to facilitate a smooth and orderly transition. BRETSA shall assume responsibility for Transition project management. A project manager responsible for coordinating Transition activities, maintaining the transition task schedule, and approving transition Deliverables shall be appointed by BRETSA. Weekly project review meetings shall be held with representatives of the Contractor, BRETSA and the third-party successor contractor (if any). BRETSA shall also ensure that all other resources (e.g. technical, administrative) deemed necessary by the Transition Plan, whether they are BRETSA or third-party resources, will be available as required to carry out tasks and functions defined in the Transition Plan and in accordance with the defined timelines specified in the Transition Plan.
- g.** Upon expiration or any termination of this Agreement or final termination of services pursuant to this Agreement, including completion of Provider's obligations under the Transition Plan, Contractor's License to possess and use BRETSA's Confidential Information and any other BRETSA information for purposes of providing the Services shall terminate and Contractor shall return or destroy, as BRETSA may direct in writing, all material in any medium that contains, refers to, relates to, or is derived from Confidential Information of BRETSA, and retain no copies except as may otherwise be

agreed to by BRETSA or permitted hereby.

- h. Compensation for Transition Services.** BRETSA will not be charged nor will Contractor be reimbursed for Transition Services that are not allowed and provided for under the Agreement including the development of the Transition Plan.

8. CHANGE ORDERS OR EXTENSIONS.

BRETSA, may from time to time, require changes in the system or scope of the Services to be performed herein or Products to be provided hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between BRETSA and Contractor, shall be incorporated in written Change Orders to this Agreement. Any change in the application of provisions pertaining to time of performance or compensation for Services and Products in light of any Change Order, shall be addressed in such Change Order. All Change Orders shall be numbered sequentially, identified by their designated number and effective date, and attached hereto at Appendix No. 18, Change Orders.

9. INTELLECTUAL PROPERTY RIGHTS.

- 9.1** Any works and work product created or developed by Contractor in the course of this Agreement shall be deemed a work made for hire, and all intellectual property rights shall vest in BRETSA.
- 9.2** Contractor shall have a non-exclusive license to use any works or work product created or developed by Contractor in the course of its performance of this Agreement, as necessary for Contractor to provide services, including the development or provision of similar works and work product, to other clients.
- 9.3** Contractor represents and warrants that it owns all Intellectual Property Rights required for BRETSA's use of the Services and Products, or has obtained and will provide BRETSA a license to use any and all third-party Intellectual Property Rights required for use of the Services and Products, at no additional cost beyond the Final Price set forth in Appendix No. 18. Subject to Section 14.4 hereof, Contractor's intellectual property and proprietary or confidential information shall be conspicuously labeled "CONFIDENTIAL," together with the legend "DO NOT DISCLOSE."
- 9.4** Any Open Source materials in the Services and Products must be approved in advance and in writing by Agency. If Contractor desires to include Open Source materials, Contractor shall:
 - a.** Notify Agency in writing that the Services and Products contain Open Source materials,
 - b.** Identify the specific portion of the Services and Products that contain Open Source materials, and

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- c. Provide a copy of the applicable license for each Open Source item to BRETSA.

9.5 Contractor will at its sole expense defend against any claim, action or proceeding by a third party (“Action” herein) for infringement by the Services and Products of copyright(s), patent(s) or trade secret(s), provided that BRETSA promptly notifies Contractor upon its receipt of notice of any claim or action alleging such infringement and cooperates with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for BRETSA the right to continue using the Services and Products, or (iv) modify or replace the Services and Products so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) BRETSA may participate in the defense of such Action at its own expense. If Contractor concludes in its sole judgment that none of the foregoing options are commercially reasonable, or BRETSA’s use of the Services and Products is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Contractor will return and refund to BRETSA all fees paid by BRETSA under this Agreement less a prorated portion of prepaid usage fees (*e.g.*, subscription fees), and BRETSA’s and the PSAPs’ rights to use and use of the Services and Products pursuant to this Agreement shall terminate. In addition, in the event such Action results in a money judgment against BRETSA which does not arise, wholly or in part, from the actions or omissions of BRETSA, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Contractor will indemnify BRETSA. These remedies are in addition to and not in lieu of any other remedies provided under this Agreement, or at law or in equity.

10. “FLOW-THROUGH” OBLIGATIONS OF CONTRACTOR AND SUBCONTRACTORS.

Contractor and any and all subcontractors shall comply with the following provisions, and all other provisions hereof which shall apply to Contractor *and* subcontractors. Contractor shall assure and confirm compliance of subcontractors with all such provisions and Contractor and any subcontractor shall be jointly liable for subcontractor(s)’ violation thereof.

10.1 Background Checks. Background checks will be conducted of Contractor and any subcontractor, principals of Contractor and any individual to be assigned to provide services under this contract by Contractor or any subcontractor, pursuant to Section 1.4.i. hereof. BRETSA shall not be obligated to disclose the results of any background check.

10.2 Confidential Information. In the course of performing the Agreement, Contractor may have access to and/or come into possession of confidential or proprietary information of BRETSA, vendors of systems owned, licensed or used by BRETSA and/or its associated agencies, and/or of members of the public including information members of the public enter into Contractor-, BRETSA- or third party-provided website(s) (“Confidential Information”). Contractor, any subcontractor and their

respective employees shall be bound and abide by the confidentiality provisions of any Agreement to which BRETSA is a party, and shall keep confidential and not disclose any Confidential Information which comes into any of their possession in or as a result of the performance of this Agreement. Upon completion of Contractor's or any subcontractor's services pursuant to the Agreement, Contractor and subcontractor shall return to BRETSA or destroy any and all such Confidential Information in their or their employee's possession and provide BRETSA with an affidavit of compliance with this requirement.

- a. Protection and Transmission of BRETSA Confidential Information.** Contractor shall use appropriate means to preserve and protect BRETSA Confidential Information. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. Consistent with the BRETSA Encryption Standard at Appendix No. 20 hereto, to the extent doing so is applicable based on the specific services provided by Contractor to BRETSA under this Agreement, the Contractor must encrypt BRETSA Confidential Information at rest, on file storage, database storage, or on back-up media, and in transit in accordance with state and federal law, rules, regulations, and requirements. The Contractor must provide the ability to encrypt data in motion and at rest. Contractor must use secure means (HTTPS) for all electronic transmission or exchange of system, user and application data with the State, with encryption at rest specifically using, at minimum, FIPS 140.2 approved cryptographic modules, and the secure means used for electronic transmission or exchange of system, user and application data with the State shall be HTTPS, TLS version 1.2 or higher.

Contractor agrees that to the extent it has been authorized to use such storage, any and all BRETSA Confidential Information will be stored, processed and maintained solely on designated target devices, and that no BRETSA Confidential Information at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Agreement or a specific Transaction Document hereunder and or any amendment thereof, or of the Contractor's designated backup and recovery processes, and is encrypted in accordance with the requirements of this Agreement and in compliance with all current federal, State, or local statutes, regulations, ordinances, and requirements.

Contractor shall also comply fully with all requirements of this Agreement pertaining to security requirements specific to the services Contractor is providing to BRETSA under this Agreement. In addition to the specific security provisions required herein, Contractor shall also use commercially reasonable best efforts to address and remediate any vulnerabilities associated with the types of application development or configuration services it is providing under this Agreement which appear on the CWE/SANS list of the "TOP 25 Most Dangerous Programming Errors"

(<http://www.sans.org/top25errors/>). If any application security scanning undertaken hereunder reveals software application vulnerabilities or any other security risks attendant to a provided solution, Contractor is responsible for ensuring those vulnerabilities and risks are remediated to BRETSA's reasonable satisfaction.

- b. Physical Transport of BRETSA Confidential Information.** To the extent BRETSA agrees under this Agreement or a Transaction Document hereunder provides that Contractor may physically transport any BRETSA Confidential Information, Contractor shall use, if applicable, reputable means to do so. Physical transport deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, or United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Contractor's offices, to and from Subcontractors, and to BRETSA.
- c. Data Storage, Access, and Location - Off Shore Restrictions.** Contractor may conduct help desk, support services, and software development and testing activities under this Agreement from any location convenient to Contractor, except that the Parties agree that: (a) all BRETSA Confidential Information shall remain within and may not be stored, or accessed from, outside of the Continental United States (CONUS); and (b) unless expressly agreed to in writing in a specific Transaction Document approved by a BRETSA authorized signatory adhering to established BRETSA practices, Contractor shall not have remote access into BRETSA' information technology systems.

All access to BRETSA Confidential Information, physical or virtual, must be conducted within CONUS and have adequate security systems in place to protect against the unauthorized access to Contractor Facilities and Confidential Information stored therein, including at a minimum two-factor authentication acceptable to BRETSA. The Contractor shall not send or permit to be sent to any location outside of the CONUS any BRETSA Confidential Information related to this Agreement.

To the extent support by Contractor requires replication of a set of conditions such as a software crash event, Contractor shall replicate that set of conditions in its own environment when providing support, while communicating with BRETSA technical personnel. For software development activities, such as patches, updates, or adding new functionality, Contractor shall conduct that software development within its own Development, Quality Assurance, and Production Environments, and, when ready, shall package and provide it through an agreed-to Internet-based location, from which BRETSA technical personnel will download such software, and install and test it in BRETSA 's information technology environment.

To the extent Contractor (or, any Subcontractors allowed by BRETSA)

requires access to BRETSA or Contractor system or application audit logs for support and troubleshooting, Contractor or such Subcontractors will maintain such logs only within CONUS, will take the strictest measures to ensure such logs do not contain BRETSA Confidential Information including production data, and will maintain such logs in a secure environment subject to audits by BRETSA.

- d. Separation of Duties / Access Controls.** The Contractor must ensure that all BRETSA Confidential Information that it holds under this Agreement is stored in a controlled access environment to ensure data security and integrity. Contractor will provide BRETSA a list of the physical locations where Contractor has stored any BRETSA Confidential Information at any given time and will update that list if the physical location changes. All Contractor facilities must have adequate security systems in place to protect against the unauthorized access to such facilities and data stored therein. Access into and within such facilities must be restricted by Contractor through an access control system that requires positive identification of authorized individuals as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). The Contractor shall have a formal procedure in place for granting computer system access to BRETSA Confidential Information and to track access. Contractor access to BRETSA Confidential Information for any types of projects outside of those approved by BRETSA are prohibited.

BRETSA requires the Contractor to follow security best practices by adhering to separation of job duties, and limiting Contractor staff knowledge of BRETSA Confidential Information to that which is absolutely needed to perform job duties. Upon request, Contractor will provide documentation to BRETSA clearly defining the security roles and access levels for each of its staff working with BRETSA Confidential Information with a level of specificity objectively reasonable to and approved by BRETSA.

- e. Contractor shall use commercially reasonable efforts to assure its personnel comply with these confidentiality provisions, and shall cause each of its personnel to annually certify that he/she is complying with terms and conditions substantially the same as those provided herein.
- f. In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any BRETSA Confidential Information, Contractor promptly shall (A) notify BRETSA upon becoming aware thereof; (B) furnish BRETSA full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist BRETSA in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of BRETSA Confidential Information; (C) take such actions as may be necessary or reasonably requested by BRETSA Party to minimize the violation; and (D) cooperate in all reasonable respects with BRETSA to minimize the violation and any

damage resulting therefrom.

- g. Contractor's obligations with respect to BRETSA Confidential Information shall survive expiration or termination of this Agreement.
- h. Contractor shall not be considered to have breached its obligations under this Section 10.2 for disclosing Confidential Information to its attorneys, auditors and other professional advisors in connection with services rendered by such advisors, provided that such Party has confidentiality agreements with such professional advisors and/or such advisors owe professional confidentiality obligations to such Party. Contractor and any such advisor shall be responsible and liable for breach of this Section 10.2 for any disclosure, unauthorized possession, use, or knowledge or attempt thereof of BRETSA Confidential Information disclosed to such advisors permitted by this Section 10.2.h.

10.3 Cybersecurity.

- a. Contractor represents that, as of the Effective Date and continuing during the term of this Agreement, Contractor will establish and maintain adequate and appropriate environmental, security, and other safeguards. Contractor will follow a cyber-security framework of current standards and controls against relevant criteria such as those outlined by International Standards Organization ("ISO") 27001/27001, National Institute of Standards and Technology ("NIST"), Center for Internet Security ("CIS") Critical Security Controls, Control Objectives for Information and Related Technologies ("COBIT"), Open Web Application Security Project ("OWASP") or other acceptable industry standards, as approved by BRETSA in writing. This includes a comprehensive written information security program, including security procedures, practices, and safeguards and technical and organizational controls that are designed to (i) ensure the security and confidentiality of the BRETSA Information, including personal information while the BRETSA Information is in its possession, custody or control; (ii) prevent a breach or malicious code infection of the software and/or Services and protect against any anticipated threats or hazards to the security or integrity of the BRETSA Information; (iii) protect the availability, functionality and utility of the Services and against the unauthorized or unlawful use of the Services or unauthorized or unlawful access, use, monitoring, processing, or disclosure, and the unlawful or accidental alteration, destruction, loss, or damage to the Services or of any BRETSA Information being processed by, stored by, or transmitted to or from, Contractor; (iv) ensure the proper return or disposal of BRETSA Information; and, (v) ensure that Contractor personnel and all subcontractors engaged by Contractor to assist Contractor in providing software and services to BRETSA, if any, comply with all of the foregoing.
- b. Such information security program shall be appropriate to the size,

complexity, and the nature and scope of Contractor's activities under this Agreement, to reasonably and appropriately protect the security, integrity, and availability of the Services for BRETSA's use, and to reasonably and appropriately protect the security, confidentiality, integrity, and availability of BRETSA Information in Contractor use or possession or that Contractor processes and shall provide for: (i) the security systems, computers, and technologies, including firewalls, intrusion detection, and encryption, including the use of encryption and other secure technologies in connection with any transfer, communications, or remote access connectivity involving BRETSA Information and BRETSA's use of the Services, (ii) physical security procedures, including physical access control, security guards, and regular monitoring of all Contractor work areas, (iii) background checks on Contractor personnel, (iv) restriction of use and copying of BRETSA Information on a "need-to-know" basis and only at authorized locations, (v) regular monitoring of the transport and storage of BRETSA Information, (vi) regular monitoring of password procedures, and (vii) regular and random monitoring of Contractor personnel providing services or working on BRETSA systems and programs. Contractor covenants that it will implement security practice improvements and patch security vulnerabilities in the software and Services as may be necessary to respond to evolving and newly discovered security threats and vulnerabilities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within ninety (90) days from the date vulnerabilities are formally identified by an accredited source such as the National Vulnerability Database ("NVD") or the software manufacturer. No less than annually, Contractor shall conduct an independent third-party audit of its information and Services security program and provide such audit findings to BRETSA and shall implement any required safeguards as identified by such audits.

- c. **Viruses.** Contractor shall use commercially reasonable efforts so that no Viruses are coded or introduced into the systems used to provide the Services. "Virus" shall mean (a) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations; or (b) other code typically described as a virus or by similar terms, including Trojan horse, worm or backdoor, malware or ransomware. Virus does not include Disabling Code (as such term is defined below). Contractor's redundant and diversely located facilities and the Services shall be provisioned so that a Virus introduced into Contractor's software or systems at any one facility will not be replicated in Contractor's software of systems at any other facility.
- d. Products, components, parts and materials, and software provided by Contractor to BRETSA as necessary or convenient for use the Services shall be free of Viruses, and shall not introduce any Virus into BRETSA systems or software, including systems or software of its affiliated entities or users ("BRETSA Systems or Software").

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- e. In the event a Virus is found to have been introduced into BRETSA Systems and Software by products, components, parts and materials, and software provided by Contractor to BRETSA as necessary or convenient for use the Services, Contractor shall (i) provide all cooperation and assistance reasonably requested by BRETSA including assisting BRETSA in its efforts to eliminate the Virus and the effects of the Virus, and (ii) if the Virus causes a loss of operational efficiency or loss of data, assist BRETSA to the same extent to mitigate and restore such losses, at no cost or expense to BRETSA.
 - f. **No Disabling Code.** Without the prior written consent of Customer, Contractor shall not insert into any of the Software any code which would have the effect of disabling or otherwise shutting down all or any portion of the Services (“Disabling Code”); provided, however, that “Disabling Code” shall not include programming code, programming instruction or set of instructions that is distributed as part of hardware or software to ensure that the purchaser or licensee uses the product in accordance with the acquisition or license agreement (such code “Commercially-Provided Disabling Code”) and which Software already contains such Commercially-Provided Disabling Code. Contractor further represents and warrants that, with respect to any Disabling Code and Commercially-Provided Disabling Code that may be part of any Software, Contractor shall not invoke such Disabling Code or Commercially-Provided Disabling Code at any time, including upon expiration or termination of this Agreement for any reason, without Customer’s prior written consent.
 - g. Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request of BRETSA.

10.4 Business Continuity/Disaster Recovery. The Services Contractor is to provide pursuant hereto include essential emergency or mission critical services which are to be available on a 24 hour-per-day, 365 day-per-year basis, including notification of the public of hazardous conditions, and communications by or with First Responders and public safety agencies. Contractor has in place and must maintain a Business Continuity/Disaster Recover Plan (the “Plan”) to guarantee continued services and limited disruptions during and following natural disasters or other potentially disrupting events (*e.g.*, earthquakes, power outages, disruption of commercial communications networks or the Internet, cyber security attack or other information systems failure.) The Plan shall include redundant and diversely located data storage, processing, data or communications transmission systems, and network transport facilities, and specify the alternative location(s) or facility(s) from which the Services shall be rendered, and which are capable of rendering services to BRETSA and other customers for similar services from Contractor.

- a. **Preparation of Personnel.** Contractor shall familiarize all Contractor

personnel with and train key Contractor personnel in the recovery strategies and procedures set forth in the relevant Business Continuity Plan/Disaster Recovery Plan, particularly as they relate to disaster prevention measures, alternative means of operation and the notification process.

- b. Disaster Recovery Sites.** If a Contractor Facility becomes unavailable (and subject to the applicable disaster recovery provisions of this Agreement and the relevant SOW) or Contractor's ability to provide the Services therefrom is significantly impaired, it is contemplated that Contractor will shift some or all of the work to the second Contractor Facility from which the Service is provided. If Services are provided from one or more permanent or temporary alternative facilities, the Parties agree that the charges payable by Customer for the Services shall be at the same rate as if such Services were being provided prior to the disaster event at the originally planned Facility (i.e., as if such Services were being provided from the now-unavailable Contractor Facility).
- c. Backup Facility Locations.** Contractor's Disaster Recovery Plan shall specify the location of any back-up facilities.
- d. Cloud Services.** If in its Business Continuity Plan or otherwise, Contractor relies upon, or intends to rely upon subcontracted cloud service providers to meet the requirements of alternative or back-up facilities and business continuity, Contractor shall confirm that its contract with such provider permits use of its cloud services for such purpose (*e.g.*, where a failure or interruption of such services could lead to death, serious bodily injury, or property or environmental damage). Reliance upon cloud services for continuity of the Services in violation of the terms of a subcontracted Cloud Service Provider's service agreement shall be a breach of this Agreement.

10.5 Equal Employment Opportunity.

- a.** Neither Contractor nor any subcontractor (collectively "Contractor" for the purposes of this Section 10.3) will discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), sexual orientation, religion, creed, or physical or mental disability. Contractor may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. Contractor shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
- b.** All solicitations and advertisements for employees placed by or on behalf of

Contractor, shall state that Contractor is an equal opportunity employer.

- c. Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Contractor, so that such provisions are binding upon each subcontractor.
- d. Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the U.S., the State of Colorado, or their respective agencies may require; and for services to be provided in Boulder County, the City of Boulder, City of Longmont and University of Colorado Boulder, which the respective jurisdictions or their respective agencies may require.
- e. Contractor shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, Boulder County, City of Boulder, City of Longmont and University of Colorado Boulder as applicable, or their respective agencies may issue to implement these requirements.

10.6 No Employment of Illegal Aliens. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended, Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- a. Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8- 17.5-102(5)) on the attached certification.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- c. Contractor shall not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- d. At the time of signing this public contract for services, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- e. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants

while this public contract for services is being performed.

- f.** If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, Contractor shall: notify the subcontractor and BRETSA within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- g.** Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- h.** If Contractor violates any provisions of this Section of this Agreement, BRETSA may terminate this Agreement for breach of contract. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to BRETSA.

10.7 Independent Contractor.

- a.** Contractor is and shall for all purposes be an independent contractor, and is not and shall not claim or represent itself to be an employee of or partner or joint venture with BRETSA.
- b.** Contractor shall provide BRETSA with an executed Independent Contractor Affidavit (Appendix No. 5 hereto) simultaneously with its execution of this Agreement and prior to providing any services hereunder.
- c.** Contractor shall obtain and provide to BRETSA an executed Independent Contractor Affidavit for each subcontractor it engages to provide services to BRETSA in its performance of this Agreement, prior to the subcontractor's commencement of work.
- d.** BRETSA will not withhold taxes from payments of consideration hereunder. Contractor, and any subcontractor, is responsible for income, employment, payroll, unemployment, workmen's compensation, and all other assessment, tax, or payment obligation arising out of its receipt of consideration for services provided under or in connection with this Agreement.

10.8 Insurance Requirements.

Contractor shall provide the appropriate certificates of insurance and Worker

Compensation documents, at no cost to BRETSA, as described on Appendix No. 4. Contractor further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

10.9 Notice of Harmful Ingredients or Defects; OSHA Compliance.

Contractor and Subcontractors shall notify BRETSA of any harmful ingredients or defects in the System or any components thereof. All goods and materials supplied by Contractor or subcontractors or used by Contractor or subcontractor on BRETSA-associated premises shall comply with applicable standards. Contractor and subcontractor shall provide BRETSA with an applicable material safety data sheet and disposal requirements for any harmful ingredients or defects or components including the same.

10.10 Quality Assurance Plan.

Contractor has or shall develop a Quality Assurance Plan (“QAP”) that includes an effective method of monitoring, tracking and assessing the quality of services provided under this Agreement and agreements to provide the same or similar services to other customers. The QAP shall also (i) describe how Contractor will identify and resolve issues on its own initiative as well as how it will respond to Customer complaints, and how it will apply lessons learned from experience of or with a customer to improve the products or services provided Customer hereunder, and (ii) provide Customer with contact information for Contractor representatives to address Customer issues, concerns or complaints, and with contact information and procedures to escalate concerns and complaints.

10.11 Cooperation With Investigations, Audits and Legal Proceedings.

Upon request by BRETSA, Contractor shall reasonably, and without waiving any of its legal rights or remedies, cooperate with BRETSA in any investigation, audit, or other inquiry related to this Agreement, any product or service provided pursuant to this Agreement or any related litigation, at no cost to BRETSA. This provision shall survive the termination of the Agreement.

10.12 Implied Requirements.

All products and services not specifically mentioned in this Agreement or the SOW, but which are necessary to provide the functional capabilities described in this Agreement or the SOW, and not expressly and specifically identified in Agreement or SOW as the responsibility of BRETSA to provide, shall be included.

11. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrant to BRETSA that:

11.1 Contractor has the power and authority to enter into and perform this Agreement.

-
- 11.2** This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.
- 11.3** Contractor will, at all times during the term of this Agreement, be qualified to do business in the State of Colorado, professionally competent and duly licensed to perform the Services
- 11.4** Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, Contractor's provision of the Services will not violate any such law, ordinance, regulation or order, and Contractor has not been debarred by the Federal Government, any state government, or subdivision of any such government from bidding on contracts, entering into contracts or providing services to such government or a subdivision thereof.
- 11.5** All statements made by Contractor in this Agreement and the Appendices hereto are true and correct when made, and Contractor has or will notify BRETSA within five (5) business days of learning that any such statement is not true and correct.
- 11.6** Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Agreement in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services that Contractor is providing to BRETSA pursuant to this Agreement.
- 11.7** All warranties shall be effective for a period commencing no later than the date of Final System Acceptance, and continuing throughout the term of the Agreement including any extension hereof or through the term Services or Products are provided, whichever is longer. All Deliverables delivered by Contractor to BRETSA, and the Services and Products as a whole, shall materially conform to Acceptance Criteria set forth in this Agreement, including the Statement of Work and any Documentation provided by Contractor, and any demonstration Systems employed by Contractor in response to the RFP, shall be free from error or defect that materially impairs their use, and shall be free from material defects in materials, workmanship and design.
- 11.8** Except as otherwise provided in this Agreement, Contractor shall transfer all Deliverables to BRETSA free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind. Contractor acknowledges that BRETSA is purchasing the System for installation and use at and by PSAPs associated with BRETSA which are operated by independent public safety agencies and for use by independent public safety and other governmental agencies and their personnel,

and represents and warrants that such use shall not violate or infringe any license, sublicense, restriction on transfer, condition or other limitation on use of the System or any component thereof or any rights of any party.

- 11.9** Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or BRETSA and no third party has any right, title or interest in any Deliverables supplied to BRETSA under this Agreement.
- 11.10** Any software supplied by Contractor, at the time of delivery and installation, will be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this Agreement.
- 11.11** Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to BRETSA and the BRETSA-associated entities which may use them, and are in addition to and do not limit any rights afforded to BRETSA by any other provision of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
- 11.12** The Services and Products and all components thereof are provided to BRETSA at the same price offered to Contractor's most favored customer. If components are procured by Contractor at lower cost than that on which the price set forth herein is based, BRETSA shall receive the benefit of such cost reductions. The price paid by BRETSA for the Services and Products shall not exceed the Final Price set forth in Appendix No. 18, after any adjustments pursuant to Section 1.3 hereof.
- 11.13** Contractor represents and warrants that it will comply with the requirements of Section 10 of this Agreement, and will assure that its subcontractors comply with the requirements of Section 10 hereof.

12. EXAMINATION OF RECORDS.

- 12.1** This clause applies if the consideration to be paid Contractor under this agreement exceeds \$10,000.00.
- 12.2** An Auditor retained by or on behalf of BRETSA, or a duly authorized representative from BRETSA ("Auditor"), shall until three (3) years after final payment under this agreement have access to and the right to examine any of Contractor/contractor's directly pertinent books, documents, papers, or other records involving transactions related to this agreement.
- 12.3** Contractor agrees to include in first-tier subcontracts under this agreement a clause to the effect that an Auditor retained by or on behalf of BRETSA, or a duly authorized

representative from BRETSA shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

- 12.4** The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this contract agreement, or (2) costs and expenses of this contract to which Auditor has taken exception, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

13. INDEMNIFICATION.

Contractor shall indemnify, defend, and hold harmless BRETSA, its Members (signatories to the Intergovernmental Agreement which serves as BRETSA's charter), the Agencies to which the Services and Products will be provided including the Agencies BRETSA supports which operate Public Safety Answering Points, and their respective directors, officers, agents, and employees from and against all claims, actual, consequential and exemplary damages, liabilities, and court awards, including costs, expenses, and attorney fees, to the extent caused by any intentional, negligent or otherwise wrongful act, error, or omission of Contractor, its officers, agents, and employees. Contractor shall provide BRETSA with prompt notice of any claim for which Contractor may be liable. Likewise, BRETSA agrees to provide Contractor with prompt notice of any claim for which indemnification may be sought hereunder and, further, to cooperate with Contractor in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of BRETSA's governmental immunity under C.R.S. Section 24-10-101, et. Seq., as amended.

14. GENERAL PROVISIONS.

14.1 Advertising, Public Announcement. Contractor shall not issue any press release, advertise, or make any public announcement regarding this Agreement or its services to BRETSA hereunder without BRETSA's prior written consent. BRETSA may condition such consent upon final editorial rights.

14.2 Authority, Compliance With Laws. Contractor represents and warrants that it is duly organized and in good standing in the jurisdiction of its incorporation, and if not incorporated in Colorado is registered as a foreign corporation with the Colorado Secretary of State; qualified to conduct business in Boulder County, Colorado and such other jurisdictions as may be contemplated or required hereby; that its officer executing this Agreement on its behalf is duly authorized to do so and that no other corporate action is required to ratify, or bind Contractor to, this Agreement. Contractor's execution and performance of this Agreement does not and will not violate any applicable statute, regulation or ordinance, or order of any agency or court

of competent jurisdiction.

- 14.3 Compliance With Agency Security Rules and Policies.** Contractor and subcontractors it may engage shall comply with all security rules and policies of the BRETSA-associated agencies on whose premises the services will be performed.
- 14.4 BRETSA a Governmental Entity Subject to Open Meetings Law and Open Records Act.** BRETSA is a Colorado governmental entity subject to the Colorado Open Meetings Law, C.R.S. §§ 24-6-401, *et seq.* and the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* BRETSA Board Meetings must be open to the public and held only after full and timely notice to the public, except that the BRETSA Board may go into Executive Session for discussion of specific limited topics pursuant to C.R.S. § 24-6-402(4). BRETSA must disclose “public records” as defined by C.R.S. §24-72-202(6). Contractor may label documents or specific parts of documents provided BRETSA, “CONFIDENTIAL,” together with the legend “DO NOT DISCLOSE,” provided that Contractor thereby agrees to indemnify and defend BRETSA for honoring such a designation and refusing to provide a record in response to a request submitted pursuant to the Colorado Open Records Act. The failure to so label any document that is released by BRETSA shall constitute a complete waiver of any and all claims for damages caused by any release of the records. This Agreement, and any information that (i) is or becomes generally known to the public, (ii) is known to BRETSA prior to any disclosure by Contractor without breach of any obligation to Contractor by BRETSA, (iii) was or is independently developed by BRETSA without breach of any duty to Contractor, (iv) is received from a third-party without breach of any obligation to Contractor by BRETSA, or (v) pertains to the performance of the Service or Product, shall not be labeled “CONFIDENTIAL” by Contractor or deemed to be Confidential for any purpose notwithstanding its being labeled as such.
- 14.5 Notices.** All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail with confirmation of delivery, followed immediately by first-class mail, or (iv) by personal delivery, to the address(es) set forth below, or such other address(es) as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

If to Contractor:

[See Appendix No. 1]

If to The Altavista Group Inc., to:

The Altavista Group
ATTN: Robert Negrete
2143 Angel Camp Ct.
Cool, CA 95614-2427

Phone: (303) 520-2049

Email: RNegrete@altavistagroup.com

If to BRETSA, to:

BRETSA
ATTN: Administrative Assistant
REF: BRETSA ____-22
3280 Airport Road
Boulder, Colorado 80301

Phone: 720.564.2940
Email: Admin.Asst@bouldercolorado.gov

With a copy to:

BRETSA
ATTN: Kristine Mason, Exec. Asst.
REF: BRETSA ____-22
225 Kimbark Street
Longmont, Colorado 80501

Phone: 303.651.8610
Email: Kristine.Mason@longmontcolorado.gov

And to:

Joseph P. Benkert, P.C.
ATTN: BRETSA ____-22
8506 Porcupine Pt.
Parker, CO 80134-2786

Phone: (303) 948-2200 (ph)
Email: jbenkert@benkert.com

- 14.5 Acceptance By BRETSA.** This Agreement shall not become a binding contract until signed by two (2) Directors of BRETSA.
- 14.6 Counterparts.** This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.
- 14.7 Joint Work.** The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.
- 14.8 Facsimiles and Photocopies as Originals.** A facsimile or photocopy of this Agreement, its exhibits and amendments, and notices and documents prepared under

this Agreement, generated by a facsimile machine or photocopier shall be treated as an original.

14.9 No Waiver.

- a. The failure or delay of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor of the right of either party to enforce each and every provision.
- b. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

14.10 No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto, and the agencies which operate the BRETSA-associated PSAPS, and not for any other person. This Agreement shall not provide any other person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference hereto.

14.11 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties.

14.12 Remedies Cumulative. Remedies available to BRETSA under this Agreement, at law or in equity are cumulative to the extent the remedies are not inconsistent, and BRETSA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

14.13 Integration. This Agreement and its Appendices represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

- a. Regardless of any other provision or other license terms which may be issued by Contractor after the effective date of this Agreement, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Agreement, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Agreement shall supersede and govern the license terms between BRETSA and Contractor.
- b. In the event that conflicting or additional terms in Contractor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the

rights of BRETSA hereunder, such conflicting or additional terms shall not take precedence over the terms of this Agreement.

- c. Contractor shall not require any document that: 1) diminishes the rights, benefits, or protections of BRETSA, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of BRETSA; or 2) imposes additional costs, burdens, or obligations upon BRETSA, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon BRETSA.
- d. If Contractor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between Contractor and BRETSA, and Contractor will nonetheless be obligated to perform this Agreement without regard to the prohibited documents, unless BRETSA elects instead to terminate the contract, which shall constitute a termination for cause against Contractor.
- e. The foregoing requirements apply to all contracts, including, but not limited to, contracts between BRETSA and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher which conflict with the terms agreed to by and between BRETSA and such reseller.

14.14 Severability. If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

14.15 Governing Law, Venue. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Colorado without regard to its conflict of law provisions. Any dispute or action arising under this Agreement shall be tried in the Colorado District Court for the 20th Judicial District, Boulder County.

14.16 Attorneys Fees. The prevailing party in any dispute or action arising under this Agreement shall be awarded all costs of enforcement including its attorneys fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**BOULDER REGIONAL EMERGENCY
TELEPHONE SERVICE AUTHORITY**

[CONTRACTOR]

By: _____
Signature

By: _____
Signature

Name (Type or Print)

Name (Type or Print)

Title

Title

Date: _____

Date: _____

By: _____
Signature

Name (Type or Print)

Title

Date: _____

Appendix No. 1

CONTRACTOR ADDRESS FOR NOTICES

Appendix No. 2

CONTRACTOR DATA AND TAX CERTIFICATION

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any United States or Colorado tax laws; and (d) the supplied Contractor data is true and accurate.

Company Name: _____

Federal Tax Number: _____

Contractor Signature: _____

Printed: _____

Title: _____

Date _____

Appendix No. 3

CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name: _____

Contractor Signature: _____

Printed: _____

Title: _____

Date _____

Appendix No. 4

INSURANCE REQUIREMENTS

The Vendor or contractor providing services under this agreement will be required to procure and maintain, at their own expense and without expense or cost to BRETSA, until final acceptance by BRETSA of all work covered by the Purchase Order or contract, or through the expiration or termination of Contractor's obligation to provide the Services pursuant to this agreement, whichever is later to occur, the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance coverage with minimum limits of **\$1,000,000** Each Occurrence, **\$2,000,000** General Aggregate and **\$2,000,000** Products Completed Operations Aggregate. This policy should be provided on an Occurrence Form ISO CG001 or equivalent and have a Broad Form Endorsement and include the following coverage's: Blanket Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury.

Commercial Comprehensive Automobile Liability Insurance which includes Bodily Injury and Property Damage coverage for all owned, non-owned and rented vehicles used in the performance of this Agreement, with a minimum limit of **\$1,000,000** combined single limit for each occurrence.

Worker Compensation and Employers Liability Insurance shall be maintained with the statutory limits and cover the obligations of the Vendor/contractor in accordance with the provisions of the Workers Compensation Act, as amended, by the State of Colorado and each other state in which Contractor may conduct operations in support of the Agreement. Employer's Liability is required for minimum limits of **\$100,000** Each Accident/**\$500,000** Disease-Policy Limit/**\$100,000** Disease-Each Employee.

Subcontractor's Insurance. It shall be the responsibility of the Contractor to ensure subcontractors are properly insured to meet the above requirements before they are permitted to commence work on the project.

Professional Liability Insurance In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, Contractor and/or any subcontractor providing such services shall also be maintain a Professional Liability (Errors and Omissions) Insurance policy. The following policy limit is to be considered a minimum amount.

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 BRETSA, must provide proof of 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 Agreement; 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 Agreement is completed.

1.9 Cyber Insurance. This coverage is required whenever work, product or services under the contract involve information technology products or services, cloud-based services, or services dependent upon IT systems. The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security of Contractor's or Customer's IT systems, data breach, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than **\$1,000,000** Software, **\$1,000,000** Hardware, Cloud/Low-Risk **\$2,000,000**, Cloud/Moderate-Risk **\$5,000,000**, Cloud/High Risk **\$10,000,000**, Implementation **\$1,000,000**. Coverage shall be provided for damages arising from, but not limited to, (i) breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information, (ii) personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form), privacy notification costs, regulatory defense and penalties, website media liability, and cyber theft of customer's property including but not limited to money and securities, including cyber ransom.

Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

Technology Errors and Omissions. This coverage is required for damages arising from computer related services including but not limited to consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, and manufactured, distributed, licensed, marketed or sold cloud computing services. The Contractor shall maintain technology errors and omissions coverage (including coverage for third-party fidelity including cyber theft and cyber ransom) in an amount of not less than **\$1,000,000** Software, **\$1,000,000** Hardware, Cloud/Low-Risk **\$2,000,000**, Cloud/Moderate-Risk **\$5,000,000**, Cloud/High Risk **\$10,000,000**, Implementation **\$1,000,000**. Coverage shall be provided for damages arising from, but not limited to, (i) breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information, (ii) personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form), privacy notification costs, regulatory defense and penalties, website media liability, and cyber theft of customer's property including but not limited to money and securities, including cyber ransom.

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. The policy shall cover the Contractor's completed operations. The coverage must include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law, or as a result of a third party claim. Minimum limits required are **\$1,000,000** Per Loss and **\$1,000,000** Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; 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.

Third Party Fidelity or Crime Insurance. This coverage is required when the contractor or employees of the contractor handle money on behalf of BRETSA (an auction company, someone collecting fees for the BRETSA etc.). If the Contractor is physically handling money at a BRETSA

Agency owned location, the Contractor's crime insurance should provide a coverage extension for "Employee Theft of Client Property." This can also be provided by a third party fidelity bond/policy. The limit shall be **\$1,000,000** Per Loss. The policy shall include coverage for third-party fidelity, including cyber theft if not provided as part of Cyber Liability coverage and BRETSA and the agencies which operate the Public Safety Answering Points BRETSA supports as "Loss Payees."

Cross Liability. All required liability policies shall provide cross liability coverage as would be achieved under the standard ISO separation of insureds clause.

Deductibles and Self-Insured Retentions. Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by BRETSA. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by BRETSA. **Self Insurance is not permitted without the express consent of BRETSA, and shall be secondary to any policy.**

Approved Insurer. Each insurance policy shall be:

- A. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Colorado upon whom service of process may be made; and
- B. Currently rated by A.M. Best as "A-VIF or better.

Proof of Insurance. Contractor shall provide a Certificate of Insurance to BRETSA at least ten (10) days prior to commencement of work under this Agreement demonstrating that the insurance requirements have been met. The Comprehensive General Liability, Automobile Liability and Pollution Certificates of Insurance shall name BRETSA, its directors, officers, employees, agents, representatives and the title of the contract as additional insured.

Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request and after renewal.

Claims Made Policies. In the event that any policy written on a claims-made basis terminates or is canceled during the term of the Agreement or within five (5) years of termination or expiration of the Agreement, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this Agreement for the term of the Agreement and five (5) years following termination or expiration of the Agreement.

Notice of Cancellation. The Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified to the extent such change or modification would cause BRETSA's mandatory coverage requirements as stated herein to be violated without a **forty-five (45) day written notice** prior to expiration of same to

BRETSA . Such notice to be forwarded to: BRETSA, ATTN: Administrative Assistant, REF: BRETSA ____-22, 3280 Airport Road, Boulder, CO 80301, with a copy to: BRETSA, ATTN: Kristine Mason, Exec. Asst., REF: BRETSA ____-22, 1805 33rd St., Boulder, Colorado 80301, with a copy to Joseph P. Benkert, P.C., ATTN BRETSA ____-22, 8506 Porcupine Pt., Parker, Colorado 80134-2786. In the event cancellation is for non-payment of premium, ten (10) day prior written notice may be provided.

Policy Renewal/Expiration. Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Agreement shall be delivered to BRETSA at the same addresses to which Notice of Cancellation is to be provided. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Agreement, or proof thereof is not provided to BRETSA, the Contractor shall immediately cease work, payment of consideration for products or services shall not be due until Contractor has resumed work. The Contractor shall not resume work until authorized to do so by BRETSA.

Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to BRETSA after renewal or upon request. Contractor or Subcontractor shall provide the applicable insurance document to BRETSA as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days
- For schedules of forms and endorsements and all forms and endorsements: 60 calendar days

Notwithstanding the foregoing, if Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to BRETSA, BRETSA shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide ITS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Contract.

Increase in Deductible. If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. Notwithstanding any other clause in this Agreement, the State may recover up to the liability limits of the insurance policies required herein.

Risk of Loss. Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against BRETSA, its Directors, affiliated agencies and governmental entities and their employees for losses arising from work, materials, equipment or services performed or provided by or on behalf of Contractor, but only to the extent caused by Contractor's negligence.

The insurance coverages enumerated above constitute the minimum requirements and said enumerations shall in no way lessen or limit the liability of the contractor under the terms of the Agreement. The Contractor may procure and maintain at their own expense, any additional kinds and amounts of insurance, which in their own judgment may be necessary for their proper protection in the performance of the work. Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the BRETSA Executive Assistant in response to the particular circumstances giving rise to the contract.

BRETSA reserves the right to require at any time, in its sole discretion, that Contractor furnish a performance and/or payment bond in such amount(s) as may be required by BRETSA in its sole discretion. In the event BRETSA requires a performance or payment bond subsequent to execution of this Agreement, Contractor shall have thirty (30) days to furnish such bond, and to renegotiate the price specified in Appendix No. 21 to the extent such requirement increases Contractor's cost of performance.

Appendix No. 5

INDEPENDENT CONTRACTOR AFFIDAVIT

It is hereby understood by BRETSA and the Contractor _____ that all work performed on Contract Number **BRETSA** -22 is that of an independent contractor. An independent contractor is **NOT** a BRETSA Employee and as such **IS NOT ENTITLED TO EMPLOYMENT BENEFITS INCLUDING WORKERS' COMPENSATION BENEFITS. THE INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONAL, IT IS UNDERSTOOD THAT INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY THAN BRETSA.**

The parties hereto are in agreement.

CONTRACTOR:

Company Name: _____

Contractor Signature: _____

Printed: _____

Title: _____

Date _____

Notary

My Commission Expires

Appendix No. 6
SUBCONTRACTORS

Appendix No. 7

**BRETSA RFI ____-21, AS AMENDED
[In Electronic Format]**

Appendix No. 8

**CONTRACTOR RESPONSE TO BRETSA RFI ____-21 (“BID”)
[In Electronic Format]**

Appendix No. 9

BRETSA RFP ____-22, As Amended

Appendix No. 10

CONTRACTOR RESPONSE TO BRETSA RFP ____ -22 (“Bid”)

Appendix No. 11
STATEMENT OF WORK

Appendix No. 12

**SCHEDULE OF PRODUCTS, COMPONENTS,
PARTS AND MATERIALS**

Appendix No. 13

WORK SCHEDULE & PROJECT TIMELINE

Appendix No. 14
ACCEPTANCE TESTING
&
ACCEPTANCE CRITERIA

Appendix No. 15

Service Level Agreement (Failures & Errors; Support Response Times)

Appendix No. 16
SECURITY PLAN

Appendix No. 17

EMERGENCY MANAGEMENT; BUSINESS CONTINUITY PLAN

Appendix No. 18
CHANGE ORDERS

Appendix No. 19
TRAINING PLAN

Appendix No. 20

BRETSA ENCRYPTION STANDARD

The need for encryption of information is based on its classification, risk assessment results, and use case.

Attention must be given to the regulations and national restrictions (e.g., export controls) that may apply to the use of cryptographic techniques in different parts of the world. The US Government restricts the export, disclosure, or release of encryption technologies to foreign countries or foreign nationals, including “deemed exports” to foreign nationals within the United States (excluding those foreign nationals with permanent resident visas (e.g., Green Cards), US citizenship, or ‘protected person’ status). If you have any questions, please contact Counsel and Legal Services.

Encryption products for confidentiality of data at rest and data in transit must incorporate Federal Information Processing Standard (FIPS) approved algorithms for data encryption. Approved encryption algorithms are contained in Exhibit A to this Appendix 20.

Hashing algorithms transform a digital message into a short representation for use in digital signatures and other applications to validate the integrity of the message

Although hash functions such as SHA 1, provide a certain amount of security strength, it does not meet all security requirements for keyed-hash functions such as HMAC SHA 1. Refer to [FIPS 180-4 Secure Hash Standard \(SHS\)](#) for more information on different types of application hashing algorithms as well as Exhibit A.

Hashing algorithms can be used for multiple purposes including but not limited to, digital signatures, message authentication codes, key derivation functions, pseudo random functions.

Approved hashing functions are contained in Exhibit A.

Use of outdated, cryptographically broken, proprietary encryption algorithms/hashing functions is prohibited.

Due to the prevalence of incorrectly implemented cryptography, encryption products must have [FIPS 140-3 Security Requirements for Cryptographic Modules](#) validation and be operated in FIPS mode. Refer to Exhibit B - Guidance in Selecting FIPS 140 Validated Products for further information.

Electronic information used to authenticate the identity of an individual or process (e.g., PIN, password, passphrase) must be encrypted when stored, transported or transmitted. This does not include the distribution of a one-time use PIN, password, passphrase, token code, etc., provided it is not distributed along with any other authentication information (e.g., user-ID).

A system’s security plan must include documentation to show appropriate review of encryption methodologies and products. This will demonstrate due diligence in choosing a method or product that has received substantial positive review by reputable third-party analysts.

Data in Transit

Encryption is required for data in transit in the following situations:

1. When electronic Personal, Private or Sensitive Information (PPSI) is transmitted (including, but not limited to, e-mail, File Transfer Protocol (FTP), instant messaging, e-fax, Voice Over Internet Protocol (VoIP), etc.).
2. When encryption of data in transit is prescribed by law or regulation.
3. When connecting to the State internal network(s) over a wireless network.
4. When remotely accessing the State internal network(s) or devices over a shared (e.g., Internet) or personal (e.g., Bluetooth, infrared) network. This does not apply to remote access over a State managed point to point dedicated connection.
5. When data is being transmitted with a State public facing website and/or web services, they are required to utilize Hypertext Transfer Protocol Secure (HTTPS) in lieu of Hypertext Transfer Protocol (HTTP) where technically feasible. State public facing websites must utilize HTTP Strict Transport Security (HSTS), automatically redirecting HTTP requests to HTTPS websites where technically feasible. Minimum browser support is listed in Appendix C.

Appropriate encryption methods for data in transit include, but are not limited to, Transport Layer Security (TLS) 1.2 or later, Secure Shell (SSH) 2.0 or later, Wi-Fi Protected Access (WPA) version 2 or later (with WiFi Protected Setup disabled) and encrypted Virtual Private Networks (VPNs). Components should be configured to support the strongest cipher suites possible. Ciphers that are not compliant with this standard must be disabled.

Data at Rest

Encryption is required for data at rest, as follows:

1. For the systems listed below:
 - a. desktops that access or contain State Entity (SE) PPSI;
 - b. data stores (including, but not limited to, databases, file shares) that contain SE PPSI;
 - c. all mobile devices, whether State issued or third-party, that access or contain any SE information; and
 - d. all portable storage devices containing any SE information.
2. When electronic PPSI is transported or stored outside of a State facility.

Full disk encryption is required for all State issued laptops that access or contain SE information. Full disk encryption products must use either pre-boot authentication that utilizes the device's Trusted Platform Module (TPM), or Unified Extensible Firmware Interface (UEFI) Secure Boot.

To mitigate attacks against encryption keys, when outside of State facilities, SE laptops and third-party laptops that access or contain SE PPSI must be powered down (i.e., shut down or hibernated) when unattended.

SEs must have a process or procedure in place for confirming devices and media have been successfully encrypted using at least one of the following, listed in preferred order:

1. automated policy enforcement;
2. automated inventory system; or
3. manual record keeping.

Key Management

The SE must ensure that a secure environment is established to protect the cryptographic keys used to encrypt and decrypt information. Keys must be securely distributed and stored.

Access to keys must be restricted to only individuals who have a business need to access the keys.

Unencrypted keys must not be stored with the data that they encrypt.

Keys will be protected with an authentication token that conforms to the identified assurance level pursuant to BRETSA policy.

Compromise of a cryptographic key would cause all information encrypted with that key to be considered unencrypted. If a compromise has been discovered a new key must be generated and used to continue protection of the encrypted information. Specific circumstances should be evaluated to determine if a breach notification is required.

Encryption keys and their associated software products must be maintained for the life of the archived data that was encrypted with that product.

Compliance

Compliance is expected with all enterprise policies and standards. BRETSA may amend its policies and standards at any time; compliance with amended policies and standards is expected.

If compliance with this standard is not feasible or technically possible, or if deviation from this policy is necessary to support a business function, BRETSA-associated entities should contact the BRETSA Core Team.

Related Documents

[NIST Special Publication 800-111, Guide To Storage Encryption Technologies For End User Devices](#)

[NIST Special Publication 800-131A, Transitions: Recommendation for Transitioning the Use of Cryptographic Algorithms and Key Lengths](#)

[NIST Special Publication 800-57, Part 1, Recommendation for Key Management – Part 1: General](#)

[NIST Federal Information Processing Standard \(FIPS\) Publication 140-3](#)

[NIST Federal Information Processing Standard \(FIPS\) Publication 198-1](#)

[NIST Federal Information Processing Standard \(FIPS\) Publication 180-4](#)

[NIST Special Publication 800-107, Revision 1, Recommendation for Applications Using Approved Hash Algorithms](#)

Exhibit A—Approved Algorithms

Algorithm	Minimum Key Length	Use Case
AES	128	Data Encryption
RSA	2048	Digital Signatures Public Key Encryption
ECDSA	256	Digital Signatures Public Key Encryption
SHA	256	Hashing
HMAC SHA 1	112	Keyed-Hash Message Authentication Code

Exhibit B—Guidance for Selecting FIPS 140 Validated Products

All government agencies that use cryptographic-based systems to protect Personal, Private or Sensitive Information (PPSI), need to have a minimum level of assurance that the product's stated security claim is valid.

On July 17, 1995, the National Institute of Standards and Technology (NIST) established the Cryptographic Module Validation Program (CMVP) that validates cryptographic modules to Federal Information Processing Standards (FIPS) cryptography-based standards.

Historically, over 48% of cryptographic modules that have undergone FIPS validation had security flaws that were corrected during testing. In other words, without validation, users would have had only a 50-50 chance of buying correctly implemented cryptography.

The list of FIPS validated cryptographic modules can be found on the NIST web site at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>. The list can be searched by vendor or by year of validation.

It is important to note that the items on this list are cryptographic modules which may either be an embedded component of a product or application, or a complete product in and of itself. In addition, it is possible that vendors who are not found on this list might incorporate a validated cryptographic module from this list into their own products and components.

When selecting a product from a vendor, verify that the application or product that is being offered is either a validated cryptographic module itself (e.g., full disk encryption solution, SmartCard) or the application or product uses an embedded validated cryptographic module (toolkit, etc.) by confirming the module's validation certificate number. Ask the vendor to supply a signed letter stating their application, product or module is a validated module or incorporates a validated module which provides all the cryptographic services in the solution and references the module's validation certificate number. This number can be checked against the CMVP validation list. If the information does not agree, the vendor is not offering a validated solution.

Be aware that vendors may sometimes make invalid conformance claims such as:

- The module has been designed for compliance to FIPS 140-3.
- The module has been pre-validated and is on the CMVP pre-validation list.
- The module will be submitted for testing.
- The module has been independently reviewed and tested to comply with FIPS 140-3.
- The module meets all the requirements of FIPS 140-3.
- The module implements FIPS Approved algorithms; including having algorithm certificates.
- The module follows the guidelines detailed in FIPS 140-3.

A cryptographic module does not meet the requirements or conform to the FIPS standard unless a reference can be made to the validation certificate number.

Users must also be cognizant of the version number of the validated cryptographic module and, for software products, the operating systems that it has been tested on. Only the version numbers listed in the Cryptographic Module column of the CMVP list are FIPS validated and only when run on the operating systems listed in the Level/Description column.

FIPS Mode

Many validated products have the capability to operate in FIPS mode, as well as non-FIPS mode. Operating in FIPS mode will ensure that the module uses only FIPS approved encryption algorithms.

Vendors provide a "Security Policy" as part of their module/product validation. This "Security Policy" can be found under the Cryptographic Module column on the CMVP list. The "Security

Policy” will provide information on how to configure the module in a FIPS mode of operation and how the module functions to meet the FIPS requirements.

Modules in Process

NIST maintains a Modules in Process list. Inclusion on the list is at the option of the vendor. Posting on this list does not imply a guarantee of final FIPS validation. Therefore, SEs that deploy a module before it is validated incur a level of risk in that the module may never be validated, or the version submitted for testing is not the version that is validated.

APPENDIX C—Minimum Browser Support

Browser	Supported Version
Google Android OS Browser	Android 6.0-6.0.1, 7.0-7.1.0 and higher
Google Chrome	49 and higher
Mozilla Firefox	49 and higher
Microsoft Internet Explorer	IE 11 or higher
Microsoft Edge	Edge 12 or higher
Microsoft Edge	Edge 13 for Windows 10 Mobile v1511 or higher
Microsoft Internet Explorer Mobile	None – No support for Windows Phone 8.1 or below
Opera Browser	37 or higher
Apple Safari	10 or higher & macOS 10.12 or higher
Apple Safari Mobile	10 or higher & iOS 10 or higher

Appendix No. 21
PRICE; PAYMENT
