



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7363-22**

RFP Title: **Clerk and Recorder, Recording Division Document Management System**

RFP Questions Due: July 15, 2022 – 2:00 p.m. MDT

Submittal Due Date: August 2, 2022 – 2:00 p.m. MDT

Email Address: purchasing@bouldercounty.org

Documents included in this package:

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



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

The Clerk and Recorder's Office, Recording Division, is seeking proposal for a document management system to include Recording and eRecording of documents, with a public access portal

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **July 15, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **July 26, 2022**.

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

3. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on August 2, 2022**. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

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 # 7363-22** 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.

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

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County 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.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the 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 the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral

clarification.

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” 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 bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

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

11. Boulder County promotes the purchase/leasing of energy efficient materials 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/>.



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SPECIFICATIONS

EXPECTATIONS:

To standardize the format of all proposals, Contractors are required to respond to the following in order given, list the question number when stating the reply.

GENERAL INFORMATION:

1. If any SPECIFICATIONS cannot be completed, indicate which specifications are omitted in the bid submitted.
2. Describe your company's communication (including escalation process) structure between County and Contractor.
3. List any name changes of firm in the last 10 years; and date firm was established.
4. Statement of firm's intention to sublet portions of the work, identify what is planned, if any, to be sublet. Include the name(s) of the sub-contractor and a statement of qualifications of the sub-contractor.
5. Contractor may be asked to provide a demonstration of full system capabilities including but not limited to recording documents and issuing marriage/civil union licenses.
6. Bidders should provide a list of reference including any Colorado Counties to who it provides similar services.
7. Describe your equipment maintenance, repair, and vendor support plan (hardware and software).
8. Do you subcontract or work with other vendors beyond maintenance or remote storage who may have access to or encounter systems that handle County data?
9. What is your due diligence process related to hires and contractors/vendors from a background check and risk assessment standpoint?
10. If Contractor is outside of Colorado, provide options for support during our local business hours, as well as after-hours and emergency requests.

Compliance and Capacity:

11. Include a full project plan for implementation that identifies: Length of time for data conversion (if applicable), testing of user and staff interface portal, staff training.
12. Provide a response that will enable the County to evaluate how your company will handle the implementation, including data conversion, and training. Your response should include the following:
 - a. Estimated time to prepare application and staff
 - b. Estimated time to convert data
 - c. Estimated time for Proposer QC process
 - d. Staffing plan to support process
 - e. Manufacture name, age, description and quantity of major equipment components as applicable
 - f. The County has zero tolerance for inability to access our data and images, and images must match the record. Describe how your company will ensure that the indexing fields match during the conversion.

COSTS

13. Contractor must provide detailed cost list for products and services. Cost list should also include:
 - a. Costs for materials, goods and/or services, designs, builds
 - b. Shipping and handling charges that will be incurred by the County and any other charges for boxing and packing, as applicable
 - c. Any annual costs for ongoing licenses, support and maintenance, etc
14. Describe the ordering process County will have to use to place for any consumables, if applicable.

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Contractor must be familiar with real estate recording requirements driven by statute for recording and indexing of documents, data given in required fields, scanned images, and providing access to data and images to the public; issuance of marriage and civil union requirements aligned with state forms.

This Scope of Work consists of 6 sections:

- Section 1 – Service Requirements
- Section 2 – Support Requirements
- Section 3 – Installation Requirements
- Section 4 – Training Requirements
- Section 5 – Green Waste and Sustainability Practices
- Section 6 – Security Requirements

Section 1 - Service Requirements

Statute requirements: Documents must be recorded in the order in which they are received; images must be able to be reproduced for copies after 3 business days; indexes must be available to the public within 7 business days; marriage and civil union applications must be completed in person or using approved virtual processes including an online application and electronic signature capability.

15. Does your system have a process to scan documents first, including Transfer Declarations (TDs), then record, and then map the TD's to an outside source?
16. Does your system generate recording labels to print for both documents and Transfer Declarations, as well as return address labels?
17. Does your system's document scanning process include the following?
 - a. Document scanning without proprietary file ending
 - b. Image editing - lightening, darkening, spot editing not just entire document
 - c. Rescanning of images, preferably with original image reserved as a backup
 - d. Scanning of miscellaneous, transaction related documents into a location not accessible to the public: checks, cover letters, copy requests, and marriage/civil union applications
18. Does your system allow for data entry and verification to be done from the scanned image, and are there any special tools such as Optical Character Recognition to assist with these tasks?
 - a. Do these tasks have any restrictions to prevent a user from verifying their own work?
 - b. Can images and data be viewed on split screen or dual monitors?
 - c. Does it create an audit trail of who performed the data entry and verification?
19. What accounting functionality does your system provide regarding cash handling, check processing, credit card processing, prepaid accounts, ACH payments, as well as account statements, audits, and reports for reconciliation of daily funds?
 - a. Does your system allow for users to manually adjust fees and payments, and override fees to waive or change the fee based on statutory requirements?
 - b. When these corrections are done after recording, does your eRecording labels also reflect these changes when completed?
 - c. Are there different security levels for users such as administrative and general recording users?
 - d. Does it create an audit trail of work performed and by whom?
 - i. If so, can users be logged in on multiple workstations and still maintain an audit trail?
 - e. Can reports be customized?
 - i. Is there a limited number of reports included? If so, what is that limit?
20. Does your system include a process to track documents being mailed back to the submitter, and if so, can address labels be manually selected to print for those being mailed?
21. Does your system have recording and eRecording fully integrated in one system, with multiple users able to process at the same time, retaining the order in which they were recorded?
22. Describe your eRecording interface capabilities:
 - a. Does it accommodate 3rd party vendors such as CSC, ePN, Indecomm and Simplifile?

- b. What about direct interface such as Land Title?
 - c. Are documents retained in order by date and time submitted for real time tracking?
 - d. Is there an option for other county offices to directly submit?
 - e. Is there a process for a user to manually scan or upload an image as an eRecording, adding to the list in the same order of date and time submitted?
 - i. If so, are images accepted in multiple formats when uploading manually, with system converting to standard format used?
 - f. Are Transfer Declarations processed with deeds, and can they be mapped to an outside source upon recording of deed?
 - g. Is there an image guide for electronic labels, indicating where the label will go prior to recording?
 - h. Are electronic labels transparent, and can they be moved as needed to accommodate margin issues? Do they re-size proportionately for oversize documents such as plats?
 - i. When rejecting, are reasons configurable? Are they in a drop-down or list format?
23. Describe your system date/image retrieval process:
- a. Are all fields searchable including grantor, grantee, both, date of recording, document type, fees, related number, property address, legal description?
 - b. Does it have variable image viewing: one-page, multiple pages, zoom in/out?
 - c. Is the search ability different internally and externally? If so, how?
 - d. Can certain document types be blocked from public access for statutory confidentiality?
 - e. Can parts of images be redacted for protecting sensitive information, with original image retention?
 - f. Do you have subscription options for online access to images, and can they be configured to have different criteria for different users?
 - i. Example: Redacted images for some, full images for others
 - g. Do you have escrow account options for users to deposit money and draw down from for online purchases?
 - h. Can subscribers have both online access to images and ability to purchase clean copies, charging them to their account?
 - i. Does it have the ability for automatic FTP services of data/images that we currently have in place?
 - i. Example: An external customer buys daily images/indexes that are sent nightly and pays through an established escrow account.
24. Does your system have a process for updating historical records, and current records after the recording process has been completed? What about exporting records?
- a. Does it include the ability to import images of documents currently in the system from external scans in multiple formats, converting to standard format used?
 - b. Can indexes be added to historical documents in the system that do not currently have any?
 - c. Can images be imported or exported in bulk for projects and bulk sales respectively?
 - d. Can images be exported from the system via email for copy requests?
25. Describe your system process for issuing marriage and civil union licenses, including the following: use of state application and license forms, online application options, electronic signature options in-person and online for application and sworn statements for lack of

Social Security Numbers, ability to edit incorrect entries from online users, license printing onto pre-printed state forms, options to reprint and issue duplicates as needed, and integration of a digital County Clerk's signature on the license before printing.

26. Does your system have any additional options or features, such as:
 - a. Electronic certification of copies?
 - b. Draw-down lists to be used when entering data or creating transactions?
 - i. Lists would include frequently used names, accounts, submitters and addresses with ability to add or delete them by users?
 - c. Integration with systems used by additional county departments?
 - i. Example: Plat image integration with Assessor Property Search
 - ii. FTP interface for 3rd party vendor on behalf of Assessor's office, sent automatically each night.
27. Is your system compatible with existing equipment: desktop scanners, label printers, and laser printers?
28. Does your service have any limitations in development due to legacy systems or outdated code?
29. What is your commitment to ongoing product development and ongoing innovation?

Section 2 – Support Requirements

Full support is required during local business hours, plus additional/emergency support for after hours, and weekends if needed.

30. What is your process and timeframe for implementing legislative required updates?
31. What is your process for requesting, approving and implementing requested changes?

Section 3 – Installation Requirements

Data conversion: The system must provide accurate conversion of data and images without loss of information or images and without loss of ability to retrieve by search function, whether by reception number, book and page number, grantor, grantee, date of recording, document type or a combination of these.

32. Describe your planned data conversion process in detail. Include your internal QC process for validating the converted data for accuracy. Estimated files are 1.5 TB.

Section 4 – Training requirements

Onsite training required with vendor provided user manuals in digital format.

33. Describe your proposed training plan for Clerk and Recorder staff
34. Describe your training plan for other County offices who access our current system for various reports, exports, and searching: Assessor, Treasurer, Public Trustee, etc.

Section 5 – Green Waste and Sustainability Practices

County is committed to environmental, social, and economic sustainability and builds partnerships to help make the broader community more sustainable. Contractors are expected to work in accordance with these values or similar ones.

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

Contractors 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.

Contractors are expected to use a zero-waste management strategy that focuses on waste reduction first, then material reuse, then material recovery through recycling and composting, and landfilling only as a last resort.

Products should be packaged and delivered with a minimum amount of packaging that is recycle friendly and adequately protects the product and is not excessive.

35. In your RFP response, please identify how your practices align with the County's sustainability values listed above.

Section 6 – Security Requirements

It is required that the Contractor submit a Security Plan with their bid. The Security Plan must include security measures that are in place from the time the Contractor takes possession of data until the actual delivery date of the solution by Contractor.

A current Security Plan and verification of background checks of Contractor's staff/sub-contractors interacting with County Data needs to be submitted to the County annually and updated list provided if changes in staffing occur during the year.

Security Plan should include:

1. All procedures to secure County Data
2. How you will follow Colorado laws related to data protection, encryption data in transit, and at rest?
5. Background Checks - Contractor understands that employees working with County Data are required to have an annual background check (if applicable).

Cybersecurity Specifications:

Additional Procedures and Controls

36. Describe your plan on how you will retain and remove County data (and rendered irrecoverable) from your systems following County retention schedules.
37. Are all services which transport data designed with encryption enabled?

38. Describe your notification process to the County for any security or data breaches. The County requires notification of any such incidents within 24 hours.
39. Does your solution require access into County IT environment? If yes are you prepared to follow County remote access procedures, including multifactor authentication?
40. Does your solution require a log-in? If yes, do you require multifactor authentication if accessing data other than 100% public data?
41. Are you willing to submit to a 3rd party security assessment for all external facing services and prepared to address the findings of that assessment?

Service Architecture

42. Will all components of the system be configured to update themselves? If not, how will we find out about and be able to apply critical security updates?
43. If the solution has a website component, will the solution need an SSL certificate so that it can use a <something>.bouldercounty.org or <something>.bouldercounty.gov web domain? If so, will the solution support a wildcard certificate for the base domain to be used?
44. If the solution sends emails, will the solution be spoofing <someone>@bouldercounty.org email addresses as the sender for its email messages? If so, does the solution support DKIM signatures to authorize spoofing of our email domain?
45. Does the system still use HTTP or other legacy unencrypted protocols? Can those be disabled during the setup phase without harming the solution?
46. Does the backend of the solution support integration with the county's active directory or federated services for user authentication? If not, what is the plan to promptly remove users who exit the organization from their role in the software?
47. Will the solution be configured to log access, security, config change, and failed login activity?
48. If pertinent, how will the vendor access the system remotely to work on it? Does that method protect the county from unauthorized or unsupervised external access?
49. Is the system designed to resist tampering, denial of service, and manipulation techniques such as social engineering?
50. Does your system require or leverage any third-party data processing or storage services or applications? This may include cloud providers, data centers, etc.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Commercial General Liability

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

Workers' Compensation and Employer's Liability

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

Technology Professional Liability (Errors and Omissions)

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

Privacy / Cyber Liability Insurance

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

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

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

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

***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.

W-9 REQUIREMENT

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



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SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE: Proposer will answer Yes or No indicating compliance:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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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:

- **Document recording**
- **Labelling**
- **Scanning process**
- **Data entry and verification**
- **Accounting**
- **eRecording**
- **Data/Image retrieval**
- **Historical Records**
- **Additional options**
- **Hardware**
- **Software**
- **Support**
- **Security/cybersecurity**

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

SERVICE REQUIREMENTS	Possible Score	Actual Score
Document recording		
Scan-first ability: enabling images to be available right away for all processes	5	
Transfer Declarations with deeds shown together then mapped to an outside source	5	
Labelling		
System generated recording labels for paper submissions for documents, Transfer Declarations and return address labels	5	
Scanning process to include:		
Document scanning without proprietary file ending	5	
Image editing - lightening, darkening, spot editing not just entire document	5	

Rescanning of images, preferably with original image reserved as a backup	5	
Scanning of miscellaneous transaction related documents into a location not accessible to the public: checks, cover letters, copy requests, and marriage/civil union applications	5	
Data entry and verification:		
Data entry & verification from scanned image	5	
OCR technology to assist with indexing/data entry	5	
Restriction for verification preventing user to verify own work	5	
Images & Data on split screen or dual monitors	5	
Audit trail of who did data entry and verification	5	
Accounting:		
Transaction functionality: cash handling, check processing, credit card processing, prepaid accounts, ACH payments, as well as account statements, audits, and reports for reconciliation of daily funds	5	
Allows to manually adjust fees and payments, and override fees to waive or change the fee based on statutory requirements.	5	
Corrections done after recording reflects on eRecording labels when completed	5	
Security levels for users: administrative and general recording user	5	
Audit trails of work performed and by whom	5	
Login ability at multiple workstations while maintaining an audit trail.	5	
Ability to customize and create reports	5	
Mailing documents back		
Process to track documents being mailed back to submitter	5	
Return address labels printed for manually selected documents.	5	
eRecording		
Recording and eRecording are fully integrated in one system, with multiple users able to process at the same time, retaining the order in which they were recorded.	5	
Vendor interface accommodates 3rd party vendors such as CSC, ePN, Indecomm, and Simplifile.	5	
Vendor accommodates direct interface such as Land Title	5	
Documents retained in order by date and time submitted for real time tracking.	5	
Option for other county offices to directly submit	5	
Process to manually scan and/or upload scanned image as an eRecording, adding to the list in the same order of date and time submitted for real time tracking.	5	
Acceptance of images in multiple formats when uploading manually, with system converting to standard format used.	5	
Transfer Declarations submitted with deeds reviewed together then mapped to an outside source.	5	
Image guide for electronic recording labels – ability to see where a label will go prior to recording it	5	
Electronic labels are transparent and can be moved as needed to accommodate margin issues	5	

Electronic labels are resized for oversized documents such as plats	5	
Rejection capability for eRecordings with configurable reasons to choose from drop down or list	5	
Data/Image retrieval		
Search functionality by grantor, grantee, both, date of recording, document type, fees, related number, property address and legal description	5	
Variable image viewing – one-page, multiple pages, zoom in/out	5	
Search ability internal different from external? External only by proof date not right away?	5	
Confidentiality – ability to block certain documents from public access per statute	5	
Parts of images redacted for sensitive information with original image retention	5	
Subscription for online access options with ability to establish different criteria for different subscribers - some redacted images some full images	5	
Escrow account option to purchase copies online and charge to account	5	
Subscriptions for online access to images and ability to purchase clean copies and charge to account	5	
Ability for automatic FTP services of data/images that we currently have in place	5	
Historical Records		
Ability to import images of historical documents currently in the system from external scans, in multiple formats, converting to standard format used.	5	
Ability to add indexes to historical documents that don't currently have any	5	
Ability to import/export data and images for historical projects and bulk sales respectively	5	
Ability to export images from system via email for copy requests	5	
Marriage and Civil Union Licenses		
System generated application with fields to fill in state mandated form	5	
Online application that fills in state mandated form and can be edited/corrected by staff	5	
Electronic signature ability for marriage and civil union applications and sworn statements in-person	5	
Electronic signature ability for marriage and civil union applications and sworn statements online	5	
Ability to edit incorrect entries from online users	5	
License prints onto pre-printed state forms	5	
Option to reprint and issue duplicates as needed	5	
County Clerk's signature is digitally integrated to print with license	5	
Additional options		
Electronic certification of copies	5	
Draw-down lists to be used when entering data or creating transactions including frequently used names, accounts, submitters and addresses with ability to add or delete them by users?	5	
Ability to integrate with systems used by other county departments	5	

Hardware		
Compatibility with current office equipment: desktop scanners, label printers, and laser printers.	5	
Software		
System is not limited in development due to legacy systems or outdated code	5	
Commitment to ongoing product development and ongoing innovation	5	
SUPPORT REQUIREMENTS		
Availability, updates and improvements		
Full support is required during local business hours, plus additional/emergency support for after hours, and weekends if needed	5	
Demonstrates in the response they are able to meet compliance deadlines when implementing legislatively required updates.	5	
What is your process for requesting, approving and implementing requested changes? (5 points for within 1 month, 3 points for within 3 months, 0 points for 3 months or longer)	5	
SECURITY/CYBERSECURITY REQUIREMENTS		
Internal IT requirements		
Will all components of the system be configured to update themselves? If not, how will we find out about and be able to apply critical security updates? (5 points for automatic configuration, 3 points for appropriate notification and updating, 0 points for incomplete or not acceptable response)	5	
If the solution has a website component, will the solution need an SSL certificate so that it can use a <something>.bouldercounty.org or <something>.bouldercounty.gov web domain? If so, will the solution support a wildcard certificate for the base domain to be used?	5	
If the solution sends emails, will the solution be spoofing <someone>@bouldercounty.org email addresses as the sender for its email messages? If so, does the solution support DKIM signatures to authorize spoofing of our email domain?	5	
Does the system still use HTTP or other legacy unencrypted protocols? Can those be disabled during the setup phase without harming the solution?	5	
Does the backend of the solution support integration with the county's active directory or federated services for user authentication? If not, what is the plan to promptly remove users who exit the organization from their role in the software?	5	
Will the solution be configured to log access, security, config change, and failed login activity? (pass/fail)	5	
If pertinent, how will the vendor access the system remotely to work on it? Does that method protect the county from unauthorized or unsupervised external access?	5	
Is the system designed to resist tampering, denial of service, and manipulation techniques such as social engineering?	5	
What security is in place to protect confidential data (marriage applications)?	5	

Are you familiar with and prepared to follow Colorado laws related to data protection; encrypt data in transit and at rest?	5	
Will the system have multiple online subscription services, one with redacted images, one with full images? (pass/fail)	5	
TOTAL	370	



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

SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

2. Does your company have a sustainability vision/commitment/values statement or policy?
Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None

- Other - Provide (or supply a link) your company's sustainability statement/policy.

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan
- We are developing a Green Transportation Plan
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company's Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.

- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource Efficiency?

8. If your business’s proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business’s proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business’s bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing

organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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

SIGNATURE PAGE

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

By signing below, I certify that:

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

I am not currently an employee of Boulder County.

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

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

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

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

Date

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

BOULDER COUNTY SAMPLE CONTRACT

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

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

1. **Incorporation into Contract:** The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. **Work to be Performed:** Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. **Term of Contract:** The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. **Payment for Work Performed:** In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. **Invoicing:** Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. **Extra Time to Complete the Work (Additional Time only):** If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.
7. **Extension of Contract Term (Additional Time and Work):** Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.
8. **Schedule of Work:** County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

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

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. **Termination**

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

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

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

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

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

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

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

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

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

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

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

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or

subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

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

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

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

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

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

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

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

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.
38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity: During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is

protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

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

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY’S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR’S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

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

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

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

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

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

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

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

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

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

Commercial General Liability

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

Workers' Compensation and Employer's Liability

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

Technology Professional Liability (Errors and Omissions)

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

Privacy / Cyber Liability Insurance

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

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

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

[Signature Page to Follow]

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

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