



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

**REQUEST FOR PROPOSAL
COVER PAGE**

RFP Number:	7455-23
RFP Title:	Asset Management Implementation
Non-Mandatory Pre-Proposal Meeting:	March 30, 2023 – 2:00 p.m. Microsoft Teams meeting Click here to join the meeting Meeting ID: 244 618 085 307 Passcode: ERjwNL Or call in (audio only) +1 720-400-7859,,819674104# United States, Denver Phone Conference ID: 819 674 104#
RFP Questions Due:	April 5, 2023 – 2:00 p.m.
Submittal Due Date:	April 25, 2023 – 2:00 p.m.
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

Boulder County is accepting proposals from qualified, experienced software vendors to provide computerized enterprise-wide Asset Management System (AMS) Software, Implementation Services, Training, and Support for the Public Works and Parks & Open Space Departments.

The Departments intend to acquire an AMS for purposes not limited to the following: asset tracking and life-cycle management, data-driven decisions, single-source system for all subject matter experts, maintenance tracking (current and historic), proactive work orders (not reactive), work order backlog reduction, staff hour tracking, cost tracking, cost estimating, budget optimization, local and national standards and statutory compliance, public transparency, manual data entry reduction, and systematic asset disposal method development.

2. Non-Mandatory Pre-Proposal Meeting

A Non-Mandatory Pre-Proposal Video Conference Meeting through Microsoft Teams will be held on **March 30, 2023 at 2:00 p.m.** Please click on the link on the cover page or call +1 720-400-7859, Phone Conference ID: 819 674 104#.

3. 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. **April 5, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **April 12, 2023**.

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

4. 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 April 25, 2023**. 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 # 7455-23** 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): Americans with Disabilities Act: If you need special services provided for under the Americans with Disabilities Act (ADA), please contact the

Boulder County ADA Coordinator or Human Resources office at (303) 441-3525 as soon as possible to allow sufficient time for service delivery ahead of applicable due dates.



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TERMS AND CONDITIONS

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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

1. Purpose

Boulder County is accepting proposals from qualified, experienced software vendors to provide computerized enterprise-wide Asset Management System (AMS) Software, Implementation Services, Training, and Support for the Public Works and Parks & Open Space Departments.

2. Boulder County Overview

The link below provides valuable content about Boulder County as a whole:

<https://bouldercounty.gov/government/about-boulder-county/>

Population

Table 1 provides an estimate of Boulder County's population in 2021, which was 329,793. Removing the population within municipal jurisdictions, Public Works and Parks & Open Space serve an unincorporated population of 42,997. This population estimate can be used if vendor pricing is dependent on population size within the unincorporated portions of the county.

Table 1: Boulder County Population Data from 2021

Boulder County Population	Boulder County Population (2021)	Jurisdiction Population (2021)	County Responsibility	Weld County	Jefferson County	Total*
All of Boulder County	329,793					
City of Boulder		106,978				
City of Longmont*		98,117		1,297		99,414
City of Lafayette		31,035				
City of Louisville		20,855				
Town of Superior**		13,053			0	13,053
Town of Erie*		13,124		18,179		31,303
Town of Lyons		2,167				
Town of Nederland		1,467				
Town of Jamestown		250	250			
Town of Ward		128	128			
Unincorporated Boulder County		42,619	42,619			
County Responsibility			42,997			
* Longmont and Erie reside in both Boulder and Weld Counties						
** Superior resides in both Boulder and Jefferson Counties, though there are no residents in Jefferson County						
Source: Colorado State Demography Office						

Public Works Overview

Boulder County's Public Works Department (Public Works) has been proudly serving residents and visitors for several decades by building and/or maintaining the county's roadways, multi-use trails, buildings, facilities, vehicles and equipment. Public Works is also focused on achieving the county's Zero Waste goals by providing convenient and reliable recycling, disposal, and reuse options. Public Works is made up of six divisions:

- **Road Maintenance** – Their primary responsibility is maintaining the existing travel network of 401 miles of paved road and 339 miles of gravel road for use by all users. They also build and maintain drainage structures in the county's watershed, so roads and trails remain stable during rain and flood events and that runoff is conveyed to the nearest waterway. During the winter, they're responsible for snow removal from gravel and paved roads from the county's mountainous west to the eastern plains. Summer maintenance includes an annual resurfacing program and gravel road rehabilitation.
- **Engineering** – Their primary responsibility is the design facility improvements to roadways, trails, bridges and culverts. This division collaborates with other county departments, like the Parks and Open Space Department, to provide solid transitions between county open space property and roadways. Engineering staff also works with the Community Planning & Permitting Department (CP&P) and the State of Colorado's Department of Transportation (CDOT) on plans for local and regional transportation infrastructure. The team also includes Public Works' land manager who secures easements for upcoming construction work.
- **County Engineer** – The County Engineer's primary responsibility is to ensure that all county roads comply with the county's Multimodal Transportation Standards and State of Colorado laws and standards. The County Engineer also oversees Public Works' Graphic Information Systems (GIS) team who provides mapping and topographic solutions of the county's roads, structures, and facilities. The team includes engineering and utility inspectors who ensure a successful completion of a large portion of the county's construction efforts on roads for both private and public entities.
- **Building and Fleet Services** – This division designs and constructs new buildings and office space and maintains the county's 58 individual facilities, which equates to more than 1.3 million square feet of space. The team includes architects, real estate services, energy solutions, project managers, electricians, plumbers, custodians, and building security personnel who focus on delivering functional and aesthetically pleasing environments in a sustainable manner. The county's Fleet Services group is also part of this division. They're responsible for the maintenance of more than 1,000 pieces of equipment, from dump trucks to lawn mowers. They also handle the purchasing of new and retirement of old equipment for all county departments, except the Sheriff's Office.
- **Business Operations** – Their primary function is assisting with the day-to-day operations of Public Works staff including contract processing, accounting processes, budget processes, payroll, process optimization, and administrative support. This team is home to the Public Works' Capital Improvement Projects Coordinator who provides budget information that helps decision makers determine project design and construction schedules.
- **Resource Conservation** - Their primary responsibility is to develop and oversee the county's Zero Waste initiatives, which includes the county's recycling, hazardous waste management, and waste transfer station facilities. This team also includes both internal and external outreach and education staff who work to increase awareness and participation in the county's Zero Waste efforts.

Boulder County Public Works builds and maintains all county infrastructure to ensure that residents and visitors alike are provided the best in public service.

More information about Public Works can be found at: www.bouldercounty.org/transportation

Parks & Open Space Overview

Since 1977, Boulder County through its Parks & Open Space Department (Parks & Open Space) has invested millions of dollars and countless hours of staff time to deliver an open space program that achieves its mission: *To conserve natural, cultural, and agricultural resources and provide public uses that reflect sound resource management and community values.*

Over these past four and a half decades, Parks & Open Space has protected nearly 105,000 acres of land, which includes approximately 1,000 different properties. A large foundation for the success of the department is the public amenities and infrastructure that have been acquired or constructed throughout the department's history, including:

- constructing and maintaining more than 120 miles of trails, 32 trailheads, 22 restrooms, 15 shelters, and numerous other recreational facilities for public use and connection to the outdoors,
- developing an active agricultural program, with 72 tenants through 129 leases, that maintains the county's agricultural heritage by producing a variety of crops supported by miles of fences, dozens of irrigation systems, barns, silos, and other agricultural related assets,
- building and maintaining 55 dams, approximately 90 miles of irrigation ditches, and 54 groundwater wells in support of agriculture, the environment, and recreation,
- preserving and maintaining more than 350 historic buildings and structures significant to the county's past,
- attending to nearly 2 million visitors annually including installing and maintaining over 2000 signs that provide for the public's safety, their enjoyment of open space, and the protection of sensitive resources, and
- protecting and restoring important habitats across diverse ecosystems and landscapes, which allow the county's more than 1,500 native plant and 750 native wildlife species, many of which are rare or imperiled, to persist and thrive.

Several different work groups are responsible for the construction, repair, and maintenance of these assets. In 2019, the department began a strategic planning process to better understand the existing and desired future conditions for the resources and services provided to the public. Through this process, it became clear that staff was concerned about the existing and growing maintenance backlog. Staff concluded that an enterprise-wide system for tracking and managing assets and their condition was needed.

Currently, work groups independently collect, maintain, and analyze data and information about their respective assets. In most cases, information is limited, incomplete, and/or dispersed across multiple locations and document types. While a few groups have devised systems to better assess and track their assets, others have been too consumed by new property acquisitions, new capital projects, emergency repairs, and other priorities to focus on the long-term maintenance of their assets, leading to a significant maintenance backlog. Where work groups are tracking their assets and maintenance projects, they're primarily using Excel spreadsheets, customized software applications, and GIS.

A list of Parks & Open Space assets can be found in Table 4 located in the Appendix.

Although the department is interested in an AMS primarily for physical assets, it is also interested in the potential for using the AMS in the future for tracking the maintenance and management of several natural and agricultural resources, such as weed management, forestry, ecological restoration, and cropland management projects.

More information about Parks & Open Space can be found at: www.BoulderCountyOpenSpace.org

3. Goals and Objectives

The overall goal for an AMS is to have a technological solution available in the office and in the field to help staff track, manage, and maintain a variety of asset types and plan work related to those assets, including automated preventative maintenance scheduling and prioritization based on risk coefficients and optimizing budgetary and staffing constraints. The Departments (see Table 2 in the Appendix) plan

to take a phased, iterative approach to AMS implementation as they learn, evolve, and sustainably incorporate the system into day-to-day operations.

The AMS will be GIS-centric with a seamless integration between AMS and the county's Esri-based platform (likely utilizing spatial services), devoid of application programming interfaces (API) and disconnected interfaces. The AMS shall directly incorporate non-redundant GIS feature services for direct and immediate asset displays and editing of points, lines, polygons and corresponding attributes.

The AMS shall provide substantial benefits to the county, including improved operations and maintenance, simplified cataloging of data and inventory of assets, support optimization of asset life cycle, and maximizing operational efficiency. It will provide critical data-driven evaluation tools for decision making and budgetary and work planning considerations. The AMS will allow for customization and adjustments over time without excessive fees or changes in business practices for upgrades or changes to the system. In addition, the AMS will be simple, intuitive, and easy to use for staff with various degrees of technical capabilities.

The specific objectives for an AMS are:

Objective 1

To have a centralized system to record, store, track, and report essential information about assets and their maintenance over time that includes, but may not be limited to:

- a. Interactive GIS-based mapping for tracking assets, asset conditions, work orders, reporting, public interfaces, etc.
- b. Non-GIS data for work orders, asset condition, work history, staff hours and other data and information not in GIS
- c. Warehousing of non-spatial supplies and equipment (vehicles, nuts and bolts, consumables, tools, inventories, stone, road base, etc.)
- d. Tracking of fleet vehicles and other large mobile assets
- e. Container / component relationships for GIS features, to track and update assets individually and as a related group
- f. A record of assets' current conditions based on objective standards and asset condition scoring
- g. Increase transparency around project workflow from initial idea, through funding, implementation, and maintenance
- h. A means to evaluate maintenance needs based on the gap between current conditions and standards (whether state, national or inhouse)
- i. Standardizing processes, workflows, and improved collaboration and data sharing within work groups and across departments
- j. Predictive modeling capabilities
- k. Process in place to systematically and proactively forecast maintenance needs and priorities
- l. A log of planned and unplanned asset maintenance requests and activities
- m. Associated data about assets and asset maintenance including material costs, labor, equipment, timelines, maintenance history, and other factors
- n. Links to relevant documents and programs associated with assets and their maintenance, including construction plans, permits, etc.
- o. Easy recall of historical work and associated documentation
- p. Customizable reporting and dashboards with up-to-date information
- q. Asset barcode reading capabilities (most Boulder County assets within buildings and road signs have existing barcodes)
- r. Immediate data updates system-wide when data is updated, and immediate synchronization from field operation inputs

- s. A more complete, consistent, and single-sourced tracking and maintenance of county-owned assets and all correlated features
- t. A warehouse module for tracking small maintenance items and consumables. The module shall be automatically incorporated with work orders:
 - 1. Automatically determine if warehouse supplies are available to meet work order needs
 - 2. Automatically update warehouse inventory upon removal of inventory and/or upon completion of work orders
 - 3. Trigger order requests when supplies fall below a pre-determined threshold
- u. Providing the community with a higher standard of service, improved experience, better safety, and more availability of assets
- v. A module for tracking maintenance and management of several natural and agricultural resources, such as weed management, forestry, ecological restoration, and cropland management

Objective 2

To have a technological solution available in the office and in the field that allows the county to maintain assets efficiently and effectively by allowing staff to, at a minimum:

- a. Retrieve live asset data/information for work orders, reports, budgets, etc.
- b. Input data from multiple machines including desktops and mobile devices, including when working remotely with the ability to work offline and synchronize when back in service
- c. Provide a Computerized Maintenance Management System (CMMS) component
- d. Allow for life-cycle management and forecasting, to optimize asset longevity and cost efficiencies (managing variables/parameters of life-cycle tables (e.g., deterioration curves for roads))
- e. Include risk coefficients, for prioritizing asset maintenance, replacement, and other responses
- f. Track workflow activities. Automate, streamline and unify workflows.
- g. Maximize the return on investment and minimize the total cost of ownership
- h. Plan and prioritize asset maintenance activities and create work plans
- i. Electronically initiate, assign, and track labor, cost, and other resources to maintenance tasks
- j. Create, view, and report daily logs
- k. Monitor the status, progress, and completion of maintenance activities
- l. Optimally meet budgetary requirements and constraints
- m. Generate preventative maintenance work orders based on condition monitoring tools (e.g., EnergyStar devices, bi-annual CDOT major structure inspection reports)
- n. Establish performance curves to track asset condition and useful life
- o. Identify and plan for future maintenance needs and risks
- p. Run scenarios for budgetary and capital improvement project planning
- q. Incorporate risk coefficients into maintenance priority
- r. Update asset life cycles upon work order or project completion
- s. Have knowledge of the project life cycle utilizing interactive web maps
- t. Conduct custom queries and reporting
- u. Export data to Excel and other formats that staff may prefer
- v. Communicate in real-time with staff, decision makers, and stakeholders about asset condition and maintenance needs
- w. Track agreements, memorandum of understandings, intergovernmental agreements, warranties, and other time-sensitive documents
- x. Comply with regulations (e.g., ADA, MS4, 811)
- y. Meet American Public Works Association (APWA) accreditation requirements
- z. Utilize/incorporate national engineering references and standards (e.g., MUTCD, EnergyStar)

Functionality

The AMS shall include the following functions for the County:

- Asset Management: ability to create asset inventories and track and edit asset attributes
- Work Management: ability to initiate, assign, dispatch, and track work orders for asset maintenance from commencement through completion
- Resource Management: ability to track labor, materials, and equipment and associated costs and budgets
- Reporting: ability to create and disseminate custom and ad-hoc interactive reports, to generate custom dashboards, and to export data
- Analysis: ability to improve operations, budgeting and, forecasting of maintenance needs through analysis of data within the AMS

Timeline

Boulder County anticipates the following phased timeline:

- Year 1 (2023)
 - Development, installation, and implementation of the AMS platform
 - Data migration and transition for priority tier 1 assets
 - Staff training for AMS system administrators and field staff managing priority tier 1 assets
 - Incorporate AMS into workflows of staff managing priority tier 1 assets
- Year 2 (2024)
 - Continue data migration and transition for priority tier 1 assets and begin incorporating tier 2 assets
 - On-going staff training for field staff managing priority and tier 2 assets and other end users
 - Incorporate AMS into workflows of staff managing priority and tier 2 assets
 - Annual maintenance
- Year 3+ (2025+)
 - Continue data migration and transition for remaining assets as necessary
 - Additional training and incorporating AMS into workflows for remaining staff as necessary
 - Annual maintenance

This timeline will be adjusted based on input from and scheduling with the selected vendor. Once under contract, the selected vendor shall lay out a plan for implementation, data integration, training, and workflow and cultural change over multiple years. In addition, the schedule may be adjusted based on the amount of time it takes to accomplish each task, the vendor's readiness and capability, and the readiness of Boulder County staff and data. Boulder County plans on training and migrating different groups from current workflows to the AMS over multiple years.

Pricing shall be provided for Years 1 – 5.

4. Scope of Services

a. Project Management and Administration

This task shall include general administration, communication, coordination, documentation, scheduling, reporting, and related activities for the overall completion of the project, as well as customer service. The vendor shall identify one primary project manager and one assistant project manager for the project. The project manager and assistant project manager shall be the main point of contact throughout the duration of the contract and will work directly with the county project manager(s), or their designees, in the management and administration of the AMS project, including, but not limited to, the following:

- Project schedules and milestones, including critical paths and areas of concern
- Project budget, including budgetary constraints

- Plan for communication between the vendor and county project manager(s) and staff including lines of communication
- Project kickoff meeting, including at a minimum an introduction of the vendor's project team and county staff, roles and responsibilities, plan for communication, schedule and milestones, tasks and deliverables, and high-level overview of AMS.
- Meetings, trainings, and workshops as necessary and appropriate, including providing agendas and relevant background information a minimum of two days prior to the meeting and providing minutes and action items within two days of the meeting
- Regular, timely, and necessary communication with clear and concise information and requests to the county project manager(s), including bi-weekly project coordination and progress meetings
- Necessary information, reviews, and approvals from county staff
- Timely and reasonable solutions to any risks or issues that may affect the project
- Delivery of Deliverables

The vendor's project manager and assistant project manager shall be generally available Monday – Friday, 8:00 a.m. – 5:00 p.m. (MT).

The vendor shall not schedule or attend meetings regarding the county with parties outside the county without prior written approval of the county project manager(s).

b. Technical Review and Documentation

The purpose of this task is to review and document all technical requirements for implementing, operating, administering, and maintaining an AMS. The documentation shall be in sufficient detail for Boulder County staff to manage the AMS in the long-term. This task will include:

- **Information Gathering:** Gather all necessary technical information from county staff for successful implementation, operation, administration, and maintenance of the AMS. Information may be gathered from appropriate staff through workshops, one-on-one meetings, questionnaires, or other agreed upon means. Minutes of each information gathering event, including the purpose, attendee list, and what information was gathered shall be provided.
- **AMS System Requirements Documentation:** Document all AMS system requirements in either written or matrix format. The AMS System Requirements document will specify all technological requirements to implement, operate, administer, and maintain the AMS. Prior to finalizing this document, it shall be reviewed by and with appropriate county staff.
- **AMS Architecture Documentation:** Prepare an AMS Architecture document, including an AMS Architecture diagram, based on review of the county's requirements, staff input, and AMS system requirements. The AMS Architecture document will define the overall component architecture and deployment architecture as designed to meet project requirements. Prior to finalizing this document, it shall be reviewed by and with appropriate county staff.
- **AMS Integration Documentation:** Document how the AMS integrates with county systems, processes, and IT and GIS requirements. Prior to finalizing this document, it shall be reviewed by and with appropriate county staff.
- **AMS Maintenance Best Practices:** Provide AMS Maintenance Best Practices to assist county staff in the implementation, operation, administration, and maintenance of the AMS. Prior to finalizing this document, it shall be reviewed by and with appropriate county staff.
- **Integration with other Software/Systems:** Provide a technical description of how the AMS will either integrate with existing software/systems utilized by Boulder County, or a description of replacing functions of existing systems. Further, describe the impact on staff, training and migration thereof. Existing Boulder County software/systems** include, but are not limited to:

- NetFacilities
- PAVER
- RTA
- GasBoy
- Andover Continuum
- gWorks (formerly PubWorks)
- Builder
- EnergyGap
- EnergyStar
- Revit (AutoDesk)
- Civil 3D (AutoDesk)
- Accela
- UKG

** Boulder County has not determined if any of the above systems will be modified or replaced.

All documentation shall be provided electronically in MS Word, Adobe PDF, and/or web-based formats.

c. Software Installation and Configuration

The vendor will install and configure the AMS according to criteria provided in the approved technical design and utilizing county requirements. Activities should include, but not be limited to:

- Software and infrastructure installation and configuration
- Customization of AMS fields and reporting structure to meet county needs and requirements
- Customized work orders with asset condition triggers
- Data migration and retention planning
- Testing
- Reporting/data analytics and custom report building tools

d. Software Deployment and Implementation

- Multiple phases
 - Vendor shall provide clear schedule of deployment
 - All phases of deployment will be thoroughly spelled out with expected completion timeframe and what is expected to be accomplished
- Data Migration & Retention Planning
 - Boulder County and the vendor will work together to develop the Data Inventory & Migration Plan considering the data.
 - Boulder County and the vendor will inventory all data to determine data storage size requirements and ongoing scalability requirements and determine all necessary data integrations.
 - Boulder County and the vendor will work together to define each category of data, based on a GIS-centric system. More specifically, some data will reside in GIS feature classes and integrated into the AMS via feature & map services. Other data, such as asset conditions, asset inspections, warehousing and other non-spatial data will follow the Data Inventory & Migration Plan.
 - The vendor will develop any necessary data migration tools and interfaces needed to migrate existing data into the AMS.
 - The vendor will work with Boulder County project management and stakeholders to strategize and document a plan for the migration of Boulder County historical and current data.
 - Needs will be assessed, and a determination made regarding prioritized migration of data.
 - Data Loading

- Data Retention Plan
 - Boulder County and the vendor will determine retention needs and accessibility to Boulder County data and develop a Data Retention Plan. If system/software solution is hosted, the vendor will provide necessary permissions to access data based on specified user roles.

e. Training

The intent of training is to ensure Boulder County staff can administer, manage, and operate the AMS, including its multiple functions, with little to no assistance from outside sources, including the vendor. Multiple training opportunities developed for different AMS user types shall be provided. All trainings will be recorded and saved by Boulder County for future uses.

- Vendor shall provide, at a minimum, three (3) training sessions for each type of user:
 - System Administrators
 - Field Staff
 - End Users (e.g., Directors, Managers, Field Supervisors, and other staff)
- Vendor shall provide cost of additional training sessions
- Vendor shall provide ongoing support via web-based Q&A and job aids
- Vendor shall provide built-in training modules within the AMS itself, or accessible 'help' links

f. Technical Support and Maintenance

Once the AMS is deployed and implemented, the vendor shall provide on-going technical support and maintenance and reliable customer service to ensure the system is effectively running and to answer any technical questions by Boulder County staff. The vendor shall ensure the AMS is functional and provide upgrades and solutions to any technical issues in a timely manner to limit the amount of AMS downtime.

- Vendor shall provide direct access to client via video calling
- Vendor shall provide cost of maintenance beyond standard upgrade and system software patches and repairs
- Vendor shall provide one (1) annual check-in with client without cost to ensure product is functioning as it should. This check-in shall be on the purchase anniversary

g. Public Interfaces

- Vendor shall demonstrate examples public-facing web maps or map-based applications (web app, dashboard, etc.)
- Vendor shall demonstrate public interface for community members to report problems such as potholes, road debris, fallen trees, damaged trails, and other hazards via smart phones, browsers, etc.
- Vendor shall demonstrate public interface with social media platforms

5. Deliverables

For each task described in Section 4, the vendor shall meet or exceed the following as part of their final deliverables by the end of each task:

Project Management and Administration (see 4a under Scope of Services)

- **Deliverable:** The vendor provides clear, relevant, consistent, and timely communication, coordination, and collaboration with Boulder County staff throughout the project, as well as good overall customer service, for a smooth and successful launch of the AMS.

Technical Review and Documentation (see 4b under Scope of Services)

- **Deliverable:** Boulder County has all pertinent and necessary information from the vendor about the vendor's and the county's technical requirements documented to allow the county to operate and maintain the AMS into the future.

Software Installation and Configuration (see 4c under Scope of Services)

- **Deliverable:** An AMS is successfully installed and configured by the vendor across Public Works and Parks & Open Space that meets or exceeds the goals and objectives and other requirements found in this RFP.

Software Deployment and Implementation (see 4d under Scope of Services)

- **Deliverable:** An AMS is successfully deployed and implemented by the vendor across Public Works and Parks & Open Space in an organized, timely, efficient, and effective manner, including the successful integration or migration of data.

Training (see 4e under Scope of Services)

- **Deliverable:** All staff who will be utilizing the AMS have received detailed, relevant, and appropriate AMS training by the vendor to allow county staff to successfully operate, use, manage, and maintain the AMS in the field and in the office. Training will be customized for the following groups: System Administrators, Field Staff and End Users (Directors, Managers, and Others). By the end of the contract, System Administrators will be able to conduct the training for other staff without outside assistance. Further, the AMS will contain built-in training modules.

Technical Support and Maintenance (see 4f under Scope of Services)

- **Deliverable:** The vendor will provide all necessary technical support and maintenance on the AMS, as well as good customer service, for Boulder County following deployment and implementation to keep the system functional and operational and to limit AMS downtime for county staff.

Public Interfaces (see 4g under Scope of Services)

- **Deliverable:** The vendor will provide examples of public-facing communication, possibly in the form of web maps, web apps, dashboards, hubs, social media platforms, public input forms, templates, etc. and how those methods provide a transparent, open environment for the public.

6. Technical Requirements

a. General system overview:

Boulder County currently supports a variety of platforms and applications. It has approximately 2000 computer users and 400 plus production servers running VMware, Linux, MS Windows Server, and workstations with Windows 10. The county supports 300 plus Oracle and MS SQL databases. SharePoint, .Net, and Microsoft IIS as its primary internal web platform. MimeCast is used for spam control and gateway antivirus, Sophos Endpoint for virus protection and malware for servers and clients. Palo Alto is used for internet browsing filters and logging on prem, GlobalProtect firewalls, and A-10 Web Application firewalls. Network devices are all Cisco and IP Telephony is Microsoft Teams. Most county buildings have wireless access, both internal and a guest network with over 300 wireless access points. The county has diverse internet connections. The back office is Microsoft Exchange with Azure Active Directory and Duo multifactor authentication. Over 200 third party applications are supported and numerous in-house developed applications, Efax, Zix Secure email; also have several cloud applications.

- Currently Boulder County uses Esri-based GIS (Geographic Information Systems)
 - Microsoft SQL Server
 - ArcGIS Server v. 10.6.1
 - ArcSDE v. 10.3.1 to 10.6.1 depending on the database
 - ArcGIS Pro v. 2.8.3 (dedicated and concurrent licenses)
 - ArcGIS Desktop v. 10.8.1 (concurrent licenses)
 - ArcGIS Online: county-dedicated named user accounts
 - Map and feature REST services
 - [Geospatial Open Data Portal](#)

b. Technical and Support Requirements

- See Attachment A for Technical and Support Requirements.

c. Security Requirements

- See Exhibit A for Security Requirements.

d. GIS Requirements

A list of GIS datasets is in Table 3 and Table 4 below.

The proposed AMS solution shall include the following:

- Integration with Boulder County Esri-based GIS, datasets, feature & map services, all of which need to be seamless. Middleware is preferred to be avoided.
- Explanation of AMS integration with Esri SDE (Spatial Database Engine) databases. Boulder County has two SDE environments, one for editing and one for publishing.
- Two-way editing of any data that resides in GIS. That means that edits in the AMS are immediately displayed* in GIS and any edits in GIS are immediately displayed* in the AMS. (*Immediate while connected live to the AMS or after synchronization from field-based operations).
- Multi-level editing authorization, such that GIS staff are primarily responsible for spatial edits (points, lines and polygons), with recommended edits by subject matter experts.
- Data integrity functionality, including the ability to create data dependability (e.g. a gravel road is not paved).
- GIS based tracking and mapping display of assets, work orders and their status.
- GIS should be the system-of-record for asset inventory.
- The AMS will seamlessly connect spatial and non-spatial data in the asset repository.
- Ability to provide application programming interface(s) (APIs) to allow two-way service requests/work orders between the AMS and Esri ArcGIS and other computerized tools.
- Native mobile applications (for IOS, Android, and Windows tablets) that enable field personnel to enter data real-time, off-line when needed, and include mapping/GIS capabilities.
- Easy, intuitive and flexible mobile interfaces for field staff to input data with efficiency.
- Ability to access system functionality and cached data in a disconnected field environment.
- Full explanation of integration with, and demand for Esri ArcGIS Online accounts (Named User Accounts), including scenarios where users do not need to have an ArcGIS Online account in order to interact with the AMS.
- Detailed pricing structure of ArcGIS Online account requirements for Boulder County to fulfill in conjunction with the AMS.
- Capable of displaying GIS-mapped icons of assets on a live digital map (via mobile tablet and web browser) and ability to display associated asset information, including pending PMs/WOs, by icon selection.
- Full description of offline capabilities, including location determination on mobile-based maps, interaction on mobile devices by field workers, synchronization with primary/core GIS datasets, data plan requirements by Boulder County in conjunction with AMS, and mobile hardware minimum requirements.
- Ability to integrate with multiple Esri applications (Field Maps, Experience Builder, WebAppBuilder, Survey123, Dashboard, etc.).
- Ability for members of the public to report problems such as potholes, road debris, fallen trees, damaged trails, and other hazards via smart phones, browsers, etc.
- Ability to integrate with PAVER. Will the AMS be live-linked to PAVER data, or will the data have to be transferred manually or via API?
- Mapping interfaces

- Mobile devices
- Browser-based mapping applications
- Public-facing mapping applications
- Several Boulder County geospatial datasets are available through the [Geospatial Open Data Portal](#)

7. Proposal Content

- Qualifications / Experience / Credentials
 - Provide a statement of the vendor's qualifications and experience with implementing an AMS system with an agency of similar size, scope, and number of staff and assets as Boulder County. This statement should highlight any past experiences successfully implementing and integrating an AMS into an agency's operations including what factors led to the success.
 - Provide resumes and credentials of all staff who will be working on the project with Boulder County and include their specific expertise, roles and responsibilities on this project, and their capacity over the next year or more to work on the project.
- References
 - Provide a minimum of three (3) references of staff from other government agencies showing successful implement an AMS.
- Strategy and Implementation Plan
 - Provide a detailed description of your strategy and implementation plan to successfully get an AMS up-and-running at Boulder County. This description should include the steps to take, the resources required from both the county and the vendor, and a general timeline.
- Scope of Services Responses
 - Provide a description of how the vendor will fulfill the scope of services as outlined in this RFP, including technical and staffing requirements, and provide any additional services that were not included or proposed changes to the scope provided in the RFP as necessary.
- Technical Requirements
 - Many key features and technical requirements have been identified by the county. Vendors shall provide short, bulleted responses about if and how their AMS meets these requirements and is capable of functioning in the areas and ways outlined in this RFP, or in alternative ways that the county finds suitable.
 - Responses shall also be provided for technical questions found in Attachment A – Technical and Support Requirements Document.
- Pricing
 - Provide a breakdown of the cost for Years 1 – 5 of the AMS and associated services, providing, at minimum, the following:

Task	Cost
Project Management and Administration (see 4a under Scope of Services)	
Technical Review and Documentation (see 4b under Scope of Services)	
Software Installation and Configuration (see 4c under Scope of Services)	
Software Deployment and Implementation (see 4d under Scope of Services)	
Training (see 4e under Scope of Services)	
Technical Support and Maintenance (see 4f under Scope of Services)	
Public Interfaces (see 4g under Scope of Services)	
Other Costs	
Additional / Supplemental Trainings	
Additional Development of Features	
Any additional features or services required for the AMS	
TOTAL	

- AMS Specific Questions

Provide written responses to the following prompts about the vendor's AMS and related services:

- Identify which specific functional requirements, described in this RFP, can be addressed by your product. Explicitly flag any requirements that cannot be met or that could be cost prohibitive.
- Describe system functionality that your product provides that the county has not listed but should be a consideration.
- Describe how your system integrates historic data from management systems operated prior to launch and describe the anticipated complexity of this effort.
- Describe architecture used to develop and host your application. Describe programming languages, application layer, web services layer.
- Describe data conversion issues with the vendor's product typically encountered with installation, man-hours to complete, and database/data resolution based on prior system conversions.
- Describe staffing plan to implement, train, support, and administrate the vendor's proposed system/software solution. Identify key roles and responsibilities. Include both vendor and county resources.
- Describe the system/software solution's capability to utilize mobile devices for data creation, attribute read and update activities in connected and disconnected environments.
- Describe how the vendor's system supports decisions relating to defined level of service criteria for each asset inventory feature.
- To what extent is the vendor's system/software solution customizable and what level of skill and training is required to do so?
- Does the vendor's system/software solution provide a map interface with the capabilities to view assets, search, pan, zoom, etc. and access asset attributes? Other capabilities?
- Describe whether the vendor's system has the capability to track the maintenance and management of natural and agricultural resources, such as weed management, forestry, ecological restoration, and cropland management projects.
- Describe additional features, tools and add-ons within the vendor's portfolio with corresponding pricing.
- Describe price change thresholds if Boulder County population increases. What is the next population quantity that would change the pricing? How much does the pricing change? Vendor shall reference Table 1, Boulder County Population Data from 2021 for population thresholds.

8. Schedule

The Boulder County estimated schedule is as follows:

TASK ITEM	PROPOSED SCHEDULE
Request for Proposal Issued	March 22, 2023
Pre-Proposal Meeting (non-mandatory attendance; Q/A will be documented and provided with the distributed 'Response to Questions')	March 30, 2023, at 2:00 p.m.
RFP Questions Due to Purchasing	April 5, 2023, by 2:00 p.m.
Response to Questions	April 12, 2023
Proposal Submittal Due Date	April 25, 2023, by 2:00 p.m.
Interviews and Customized Demonstrations	May 1 – 31, 2023
Notice of Award	June 16, 2023
Notice to Proceed	August 1, 2023
Initiation of Implementation – Year 1 task completed	December 31, 2023

Appendices

Table 2: County Departments and Divisions

<i>Public Works Department</i>	<i>Est. # of Seats</i>	<i>Phase</i>
• Director	1	1
• Communications	2	1
• Business Operations	7	1
• Engineering	8	1
• County Engineer	1	1
• Engineering Construction Management	3	1
• Road Maintenance	16	1
• Building Services (including Project Management, Construction, Facilities, Architects and Real Estate/Utilities Management)	70	2+
• Resource Conservation (including the Recycling Center, Hazardous Materials Management Facility [HMMF] and Transfer Station facilities)	20	2+
• Fleet	15	2+
• Stormwater Management	2	3+
• Wastewater Management (Eldorado Springs Local Improvement District [LID])	1	3+
• GIS	4	1
<i>Parks & Open Space Department</i>		
• Director	1	2
• Division Managers	3	1
• Recreation and Facilities Division, including:		
➤ Grounds Work Group	8	1
➤ Signs	2	3+
➤ Trails Work Group	7	3
➤ Buildings and Historic Preservation Work Group	8	2
• Agricultural Resources Division, including:		
➤ Water Work Group	3	1
➤ Structures Work Group	4	2
➤ Land Work Group	7	3
• Planning Division, including:		
➤ Data Solutions and GIS Work Group	6	1
➤ Business Analyst Work Group	2	1
➤ Project Management & Design Work Group	9	3
➤ Planning Working Group	4	3
<i>Information Technology Department (I.T.)</i>		
• Director	1	1
• DBA	2	1
• GIS	3	1

Table 3: Summary of Existing *Public Works* Asset Data and Data Health

GIS Groups	Dataset Health
Roads (Road Name, Functional Class, Surface Type, Width, Pavement Condition Index, etc.)	High
Road Features (Guardrails, Signs, Markings, Striping, Traffic Calming Devices, Curb and Gutter, Street Lights, etc.)	Medium
Structures / Bridges / Culverts (Class, Inspection, Measurements, Material, Photos, etc.)	High
Sidewalks (Surface Type, Road Crossings, Classification, Curb Ramps, etc.)	High
Gates	Medium
Signals (e.g. Traffic or Pedestrian)	High
Stormwater (Inlets, Outlets, SWMP, Channels, etc.)	High
Retaining Walls	Medium
Right-of-Way	Medium
Shoulders	High
Tunnels / Underpasses	High
Buildings (Includes large assets like boilers, HVAC systems, etc.)	Low
Facilities (Solar Arrays, Fueling Stations, Gravel Pits, Ballot Boxes, etc.)	Low
<i>Non-Assets, but important supporting datasets</i>	
Traffic Stations (Tracking AADT)	High
Road and Bridge Projects	Low
Mile Markers	High
Snowplow Routes	Medium

Table 4: Summary of Existing *Parks & Open Space* Asset Data and Data Health

GIS Groups	Dataset Health
Signs (Sign Posts, Sign Type, etc.)	High
Trails (Trails, Trail Features, etc.)	High
Buildings (Rental Houses, Buildings, Historic Buildings, etc.)	Low
Infrastructure (Trailheads, Park Amenities, Culverts, Gates, etc.)	Medium
Agricultural Infrastructure (Fences, Agricultural Features, Stock Tanks, etc.)	Low
Trees (Landscaping Trees, Emerald Ash Borer (EAB) Trees, etc.)	High
Water Infrastructure (Ditches, Ditch Features, Reservoirs, etc.)	Medium

Attachment A – Technical and Support Requirements Document

Ref #	Technical Requirement / Information request	Bidder Response
	County hosted system/software solution	
1.	Is the system available to be hosted by the County?	Yes/No - If the system/software solution is hosted/SaaS you can skip Ref # 1-16
2.	Products hosted in the Boulder County technology platform environment should run on Windows 10, Server 2019 or newer, have Azure Active Directory (AD) integration which enables the multifactor authentication with Duo, and software query language (SQL) database. Describe the system/software solution compatibility with these platform requirements and for on premise hosting, indicate any other platforms supported.	
3.	What are the optimal and minimum network requirements?	
4.	What are the optimal and minimum database software and requirements, including freeware, printer drivers, etc.? What Versions?	
5.	What percent of the current customer base operates on the recommended database configuration?	
6.	Optimal and minimum server requirements – operating system, sizing, versions, etc.	
7.	Is the application supported under VMware? Version(s)? If yes, how many customers are currently running VMware? Does the server need to be pinned?	
8.	Can the application be installed and maintained using Remote Desktop Services or other remote support tools?	
9.	Describe the optimal and minimum desktop (client) requirements.	
10.	What, if any component, is installed on individual desktop? Please describe if the desktop component is required for all system/software solution components or is specific to a specific functional component.	
11.	Does the proposed asset management system/software solution provide necessary licensing for third party software or does the customer provide the licenses?	
12.	Explain the delivered capabilities / tools for a system administrator to monitor and manage system/software solution components.	

Ref #	Technical Requirement / Information request	Bidder Response
13.	Are there any built-in activity logs generated by the application? If yes, does the application provide alerts to system administrators when logs are reaching size thresholds? Can the application control the percentage at which the system log full warnings are given?	
14.	Are developer release notes and updated user documentation / notes provided with each software release?	
15.	What is the recommended method for vendor remote access to the system housed within the Boulder County network?	
16.	After contract period, is it possible to transition to hosted/SaaS model? Describe what is required for transition and estimated cost.	
Hosted / SaaS Options		
17.	Is the system available through hosted model (e.g., county owns license or system hosted by vendor)?	Yes/No
18.	Is the system available through SaaS model (county pays monthly service fee)?	Yes/No
19.	Is the system available through a managed services model (e.g., county owns and hosts system or vendor maintains system)?	Yes/No
20.	Where is the data center and disaster recovery data center located?	
21.	What is the vendor's experiences as a SaaS provider? (Number of clients; Longest and average time providing services to a client; largest and average client size, client industries, etc.)	
22.	In the event the vendor is acquired or ceases operation, what is the procedure and timeframe for returning Boulder County's data and in what format would the county's data be returned?	
23.	Describe the procedures for providing customers advance notification of major upgrades or system changes. What process is used to schedule implementation of the upgrades or changes to minimize operational disruption?	
24.	If data centers are physically secured, explain the method / technology used.	
25.	Please detail data center and security certifications held by the vendor, specifically certification title, description, issuing organization, frequency of renewal, and most recent issue date of the certification.	

Ref #	Technical Requirement / Information request	Bidder Response
26.	If applicable, describe any breach in the data center, network, database and / or application security that has occurred in the past three years that includes each incident's date, nature of the incident, vendor's response, customer communications and result.	
27.	Describe how network usage is monitored and the procedures used for increasing and / or allocating network resources to meet increased usage.	
28.	What are the vendor's proposed operational service level standards? How are the service levels monitored and how often are their results reported to customers?	
29.	What are the results of the vendor's service level standards for the past two years, (i.e., lowest, highest and average per metric)?	
30.	In the past three (3) years, have any customer(s) been reimbursed due to failure to meet contractual Service Levels? If yes, what was the amount and date of the last incident?	
31.	What is the expected average downtime per week for vendor-controlled reasons (backups, patches, upgrades, etc.)?	
32.	What business continuity procedures and policies are implemented to protect Boulder County data, including data back-up and recovery? Where does the backup data reside?	
33.	Please provide the dates of the vendor's last business continuity / disaster recovery tests and the results of each test; also provide data recovery turn-around time standards.	
34.	Please provide information on the hiring and oversight of privileged administrators, and the controls over their access to customer data.	
35.	Describe the process and procedures used for segregating customer data at rest.	
36.	What change management processes are implemented to protect Boulder County data and system availability?	
37.	What configuration management processes are implemented to protect Boulder County data and system availability?	
38.	Please describe the technology control standards and audit processes related to data security and operational integrity. Indicate what industry standard(s) the vendor complies with and provide a copy of the latest audit reports (SSAE 16, COSO, SOX, etc.).	

Ref #	Technical Requirement / Information request	Bidder Response
39.	What encryption methods are provided within the application to encrypt data across non-secure portions of a network? If the application does not provide application-level encryption, explain how to accomplish this and any requirements for Boulder County necessary to implement the system/software solution.	
40.	Describe the process / methods for encrypting data in transit to protect it from being read or modified as it traverses external networks. Also describe any standard protocols and / or algorithms leveraged (e.g., TLS and IPsec, or AES).	
41.	If encryption is used as a data security method, provide information regarding the design and testing of the encryption schemes / methods.	
42.	Does the application allow for any data deletion by end-users? If so, describe what happens to the deleted data.	
43.	In addition to user IDs and passwords, describe the standards and other methods used to authenticate users (e.g., LDAP, certificates, MFA, and tokens).	
44.	What are the internet bandwidth requirements for optimal performance?	
45.	Describe any minimum contract periods.	
46.	After the contract period, is it possible to transition to self-hosted model? Describe what is required for transition and cost.	
47.	How is performance against service levels reported to the county?	
48.	Describe the process for Boulder County to report issues to the vendor.	
Software release process		
49.	What is the frequency and process for new software upgrades / releases, e.g. planning, scheduling, notification, distribution / implementation?	
50.	What latitude do customers have regarding adoption of upgrades or changes?	
51.	Are software upgrades included in the maintenance costs?	
52.	What is the estimated average time and cost associated with implementing a new software upgrade / release?	
53.	Describe how software patches, upgrades and major releases are distributed to customers for installation, (auto-upgrade at log-in, etc.).	

Ref #	Technical Requirement / Information request	Bidder Response
54.	What is the expected software release schedule for the next two years – frequency / dates and content?	
55.	What software upgrades are not included in the maintenance costs? What are the time and costs to Boulder County for implementing those upgrades?	
56.	Describe the process for updating and/or certifying the application when new releases of 3 rd party software becomes available (e.g., new releases of Windows, or Internet Explorer).	
Support, warranty & maintenance		
57.	Describe the warranty that comes with the purchased system. When does the warranty begin and end?	
58.	Detail the process for responding to calls for service.	
59.	What are the hours of support, expected response time for calls for service, and escalation process for problems?	
60.	Describe the maintenance contract that comes with the purchased system.	
61.	Do support personnel typically interact with the customer's information technology personnel or end-user personnel?	
62.	Describe Boulder County and vendor roles and responsibilities for on-going support.	
63.	Describe recommended staff size and skillsets for Boulder County to perform the on-going support roles and responsibilities.	
64.	Boulder County expects that the proposed system will respond to all on-line queries within an average of three (3) seconds or less, 95% of the time. Hardware proposed should be adequate to reach that goal. Please state any assumptions and factors that will guarantee the system response times and the methodology for performance measurement used to guarantee the required performance.	
65.	Describe on-going end user support offerings such as Users' Groups, release training, etc.	
66.	Describe the timing and delivery of system administration manuals and how this documentation is kept current.	
67.	Describe the timing and delivery of database electronic Report Deliverable Submission (eRDs) and data dictionaries and how documentation is kept current. .	

Ref #	Technical Requirement / Information request	Bidder Response
68.	Describe the timing and delivery of diagrams and associated documentation describing the technical solution (including servers, network, client machine configuration and connectivity). How are documentation changes addressed	
69.	Describe the timing and delivery of user reference manuals and/or online help and how this documentation is kept current.	
Application Security Management		
70.	What security tools are provided in the software?	
71.	Explain active directory integration	
72.	Explain single sign on capabilities, including how single sign on works with proposed third-party software (e.g., Boulder County uses Azure AD integration with DUO MFA).	
73.	Does the application require database administrator (DBA) or system administrator (SA) rights be granted?	
74.	Does the application require authentication for access to data?	
75.	Can administrative login(s) to the application have strong passwords?	
76.	Can the application force a password change at the first login?	
77.	Does the application allow for multiple logons for the same user at the same time?	
78.	Does the application maintain and control password history?	
79.	List built-in user IDs and their privileges.	
80.	Identify data encryption method(s), including in-transit and at-rest, all data or select data and any encryption options available to users for configuration.	
81.	Are encryption keys securely stored?	
82.	Is the connection to database encrypted?	
83.	Does the application log contain credentials (passwords, etc.)?	
84.	Does the application provide centralized logging support, such as logging to syslog, included in the application?	
85.	What system privileges are necessary for the application to run? Detail whether the application runs only with those privileges needed to operate.	

Ref #	Technical Requirement / Information request	Bidder Response
86.	Does the application include configuration files in clear text used for authentication (e.g., clear text passwords)?	
87.	Does the application clean up authenticated sessions after logging out?	
88.	Describe how the application addresses each security-related events listed below. Please note whether the application logs detail such as user and process IDs causing the event and timestamps. <ul style="list-style-type: none"> a. Success or failure of attempt to access security file b. Success or failure of event c. Seriousness of event violation d. Success or failure of login attempts e. Denial of access resulting from excessive number of failed login attempts f. Blocking or blacklisting of a User ID, terminal, or access port and reason for the action g. Activities that might modify, bypass, or negate security safeguards controlled by the application 	
89.	Can the application log changes to user privileges and to sensitive data in an individually identifiable way?	
90.	If the system/software solution is web-based, describe the Web Application firewall configuration and features.	
Support		
91.	Describe operations support	
92.	Describe backup procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.	
93.	Describe process for installing patches and updates	
94.	Describe process for roll-back of patches and updates if major functionality is broken due to the patch and/or update.	
95.	Does vendor provide customer service 24/7?.	
Access to Data		
96.	Describe the County's ability to access data through reporting tools with a hosted system.	
Reporting & Analytics		
97.	Does the software come with a report writer and / or analytics toolset? If so, please specify.	
98.	Does the report writer utilize a separate database?	

If hosting / SaaS services are proposed, please submit the standard Service Level Agreement (SLA). If the following information is not covered in the agreement, please provide information in the table provided. Also, if not in the standard Service Level Agreement provided, please describe remedies proposed for failure to meet SLAs.

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

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

Exhibit A: Boulder County Data and Cyber Security Requirements

Boulder County (County) requires that its business partners comply with the County's data and cyber security standards while under contract with the County. Vendor shall comply with the following requirements:

Personal Identifying Information and Personal Information Responsibilities

Vendors with access to personal identifying information (PII) or personal information (PI) of Colorado residents, including County employees, or County systems with access to that data shall implement and maintain security, consent, and marketing procedures and practices to protect that data in accordance with Colorado privacy statutes, C.R.S. § 24-73-101 *et seq.* Vendor must be willing to attest that it is compliant with Colorado privacy statutes. Legal requirements may differ based on the agreed-upon work ("Products and Services") to be performed.

Purchasing Card Industry (PCI) Compliance

Vendors that perform work related to purchasing cards shall deliver Products and Services to the County in strict compliance with the Payment Card Industry Data Security Standard (PCI-DSS). The design and standard implementation of the Products and Services must not result in the need for the County to implement compensating controls to maintain the County's compliance with the PCI-DSS. Vendors executing payment processing services on behalf of the County must provide County with access to documentation of its Purchasing Card Industry Data Security Standard Attestation of Compliance (PCI-DSS-AOC).

Criminal Justice Information Systems (CJIS)

Vendors with access to state or federally derived background check data or County systems with such access agree to deliver Products and Services that strictly comply with the FBI's CJIS Security Policy.

Health Insurance Portability and Accountability Act (HIPAA)

Vendors that require access to Protected Health Information (PHI) or County systems that contain PHI shall enter into a HIPAA Business Associate Agreement with Boulder County prior to obtaining the necessary access.

Children's Online Privacy Protection Act (COPPA)

Vendors with access to PI about any child(ren) under the age of thirteen (13) or County systems that contain such data shall implement and maintain security, consent, and marketing procedures and practices in accordance Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 *et seq.* See 15 U.S.C. § 6501(8).

Hosted Information Technology Services (Software, Data, or Infrastructure)

Vendors providing hosted information technology services for the County shall provide documentation attesting to their reasonable security procedures, as well as any non-confidential specific industry attestation (such as a SOC2 Type 1 report) documentation. Vendors providing hosted information technology services agree to maintain an incident response practice to protect hosted County resources.

Data Confidentiality and Integrity

Vendors who host or have access to County data shall control for the integrity and confidentiality of that data by implementing logging, access control, least privilege, encryption in transit, and encryption at rest. Any multi-tenant solution shall enforce the strong separation of County data and systems from those of other customers.

Vendors agree to securely delete all County data within their environment within 90 days after the termination of the parties' agreement or the retention period required by law, whichever is longer. Vendors with access to County access control or authenticity mechanisms (passwords, encryption

keys, certificates, or application program interface (API) keys) or who generate them on behalf of the County must implement reasonable security practices to protect the confidentiality of that data. Exposure of a County access control or authenticity mechanism must be reported to the County within three (3) business days.

If vendor becomes aware that the security of any personally identifiable information (PII) may have been compromised, vendor will, at its expense: (i) notify County in writing of the occurrence immediately; (ii) address the cause of the occurrence to the extent practicable (iii) cooperate with County's efforts to respond to the occurrence, including sharing with County information relevant to the occurrence; and (iv) reimburse the County for expenses incurred due to the occurrence.

Remote Access to County Resources

Vendors seeking external access to the County's technology resources must enter into a separate Connected Partner Agreement with Boulder County prior to obtaining such access.

Federal Tax Information

Vendors with access to Federal Tax Information (FTI) or County systems that contain FTI data agree to deliver Products and Services that strictly comply with Title 45 Code of Federal Regulations (CFR), Parts 302, 303, 307.



Boulder County Purchasing
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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.

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

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.

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.



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

SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	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:

- Strategy and approach presented in proposal
- Quality and suitability of the AMS Software/System
- Qualifications and experience of the vendor including Project Manager, Assistant Project Manager, and other key staff
- Total cost or proposed pricing over total implementation time
- Timeline and timeliness
- Understanding of Boulder County and its needs as expressed in RFP

The following evaluation criteria will be used by a county review committee to assess each vendor and proposal, and their respective system/software solution.

Description	Points
Strategy and approach presented in proposal	20
Quality and suitability of the AMS Software/System	20
Qualifications and experience of the vendor including Project Manager, Assistant Project Manager, and other key staff	15
Total cost or proposed pricing over total implementation time	15
Timeline and timeliness	15
Understanding of Boulder County and its needs as expressed in RFP	15
Total Possible	100

Committee members will score each vendor independently using the evaluation criteria, and then the committee will combine their individual scores for each vendor. Based on the total scores that each vendor receives and other considerations by the review committee, the top 3-5 vendors will be selected for interviews and demonstrations of their AMS. References for the top 3-5 vendors will also be checked. Following the interviews, demonstrations, and reference checks, the review committee will select the vendor that is in the best interest of the county.



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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 (must describe below).
- ☐ We are developing a Green Transportation Plan (must describe below).
- ☐ 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 (must describe below).
- ☐ 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
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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. 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.
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. 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.

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

[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:			