REQUEST FOR PROPOSAL
ELECTRONIC HEALTH RECORD SYSTEM FOR THE BOULDER COUNTY JAIL

RFP # 6822-18

BOULDER COUNTY PURCHASING
1325 PEARL STREET
BOULDER CO 80302

Purchasing@bouldercounty.org
REQUEST FOR PROPOSAL

The Boulder County Sheriff’s Office, Jail Division, is seeking proposals from qualified firms to provide an Electronic Health Record System for the Boulder County Jail.

**Written Inquiries**
All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 4:00 p.m. **March 14, 2018**. A response from the county to all inquiries shall be posted and sent via email no later than **March 19, 2018**.

**Submittal Instructions**
Submittals are due at the Administrative Services Information Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on March 26, 2018**.

Your response can be submitted in the following ways. **Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED.** Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail 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.

**Email** purchasing@bouldercounty.org; identified as **RFP # 6822-18** in the subject line.

- OR -

**US Mail** One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 6822-18**, to the Administrative Services Information Desk at 1325 Pearl Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail.

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 Offeror 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 offeror.

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

**Americans with Disabilities Act (ADA):** If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.
TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder’s risk.

2. Each bidder shall furnish the information required in the Request for Proposals.

3. The Contract/Purchase Order will be awarded to that responsible bidder 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 bids 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 shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.

6. A signed purchase order or contract furnished to the successful bidder 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 insure that the proposal arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the “Request for Proposals.”

8. The proposed price shall 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 shall not rely upon such interpretations, corrections and changes. The County’s Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.

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 shall 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/.
INSURANCE REQUIREMENTS
RFP #6822-18
ELECTRONIC HEALTH RECORD SYSTEM

General Liability
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products Completed Operations Aggregate
3 years Products/Completed Operations

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

Worker’s Compensation and Employer’s Liability
Statutory limits

Professional Liability or Errors and Omissions
$1,000,000 Per Loss
$1,000,000 Aggregate
Coverage maintained or extended discovery period for 2 years

Privacy/Cyber Liability Insurance
$1,000,000
(HIPAA Compliance)

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. If you require a waiver of insurance requirements (e.g. Workers’ Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business’s W-9 with your proposal.
SPECIFICATIONS  
RFP #6822-18  
ELECTRONIC HEALTH RECORD SYSTEM  

1. **PROJECT OVERVIEW**

The Boulder County Sheriff's Office (BCSO) is soliciting proposals from qualified firms to provide a proven Commercial Electronic Health Record (EHR) system for correctional health.

This RFP is intended to provide interested vendors with sufficient minimum requirements. Proposers must address the needs and requirements stated in the specifications of this RFP. The county is not seeking the development of a customized software program/system. The county is soliciting qualified firms who can provide software and associated services and support for an existing, proven and fully operational EHR.

BCSO is interested in vendor responses for both Software as a Service (vendor hosted with internet access and referenced as SaaS throughout this document) and as a traditional Boulder County hosted network based server system. In a Boulder County hosted server based system, the vendor will be responsible for the application support while Boulder County will be responsible for the infrastructure support, database maintenance, and server maintenance and data backup processes. Vendors may respond with either or both solutions.

For each response it will be assumed by the Boulder County Sheriff's Office that the response references an existing production system that is the same application version that the county will be purchasing. If that is not correct the vendor should specify that in each section of their response where this not true.

The vendor shall provide a project manager who will be responsible for creating and managing the project timeline and for producing all project deliverables. For a traditional server based system managed by Boulder County Information Technology the application is required to run in MS Windows Server 2005 or greater environment. All responses should list assumptions regarding expected Boulder County Information Technology capabilities and/or resources necessary to properly support the application. This should include any third party hardware and software that needs to be provided by Boulder County.

No matter which type of response is made, it is BCSO's position that any data is solely owned by the Boulder County Sheriff's Office and remains its property. It may not be used or modified in any way by anyone other than Boulder County personnel without the expressed, written consent of the Sheriff's office. Should a contract between Boulder County and the vendor be dissolved or otherwise expire or in the event of the failure of the company, the data shall be transferred to Boulder County in a manner specified in the final contract. **Failure to agree to this requirement will automatically disqualify the respondent.**
2. **BACKGROUND INFORMATION**

2.1 **Jail's Mission and Values**

**Our Mission:**

We provide efficient, effective, public safety services to the residents and visitors of Boulder County. We deliver these services with character, competence, and open communication.

**Our Values:**

We value human life.

We value the Constitutions of the United States, and the State of Colorado. We value the system of laws that govern us.

We value the communities we serve. We believe the purpose of our organization is to serve our communities, keep the peace, keep them safe, and work with them to solve problems.

We value the person. We value the diversity among all individuals. We will treat everyone with courtesy, respect and dignity.

We value organizational excellence. We value an environment in which individuals strive as a team for superior professional performance focused on achieving our organizational mission and goals.

We value the strength of personal character in our employees. We value open, honest communicators who display high moral and ethical conduct, integrity, adaptability and sound judgement.

2.2 **Background**

Boulder County encompasses 760 square miles in Colorado. Cities and towns include Boulder, Erie, Jamestown, Lafayette, Longmont, Louisville, Lyons, Nederland, Niwot, Superior, and Ward.

The Boulder County Jail is located in Boulder. Originally opened in 1988 with a design capacity of two hundred and eighty seven beds (287). Over the next twenty years, the Jail initiated double bunking of cells and expanded by creating another housing unit inside of the jail designed with thirty two (32) cells all doubled bunk to house sixty four inmates (64). The Jail capacity now stands at five hundred and fifty seven (557).

The Boulder County Jail houses adult male and female inmates. The Jail utilizes a direct supervision philosophy to manage inmates which is a combination of direct supervision and podular-remote surveillance housing areas. There is no medical infirmary; however, one of the housing units contains a two-cell housing area with a day room designed for negative air flow, which can be used in the case an inmate needs to be segregated from the rest of the population due to a medical condition. Each housing area has at least one (1) conference room that may be utilized to deliver services.
Average Daily Population Statistics

<table>
<thead>
<tr>
<th>Description / Event</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Population</td>
<td>474</td>
<td>465</td>
<td>423</td>
</tr>
<tr>
<td>Total Number of Bookings</td>
<td>8,566</td>
<td>8,924</td>
<td>8,540</td>
</tr>
</tbody>
</table>

2.3 **Medical Unit Overview**

The Medical Unit work space is as follows:
- Health Services Administrator office
- Medical Administration office
- Nursing work station
- Secure pharmacy
- Supply Storage Room
- Clinician Exam Room with workstations for clinic staff
- Dental Exam Room
- Inmate Waiting Room
- Staff bathroom
- Two Mental Health Staff offices

**Medical Services**

Medical staff encounter medical problems similar to those found in the outside community. These problems range from minor to major concerns and include acute illnesses, chronic diseases, as well as preventative and end of life care. The Boulder County Jail nurses provide more than 175 daily patient care contacts. Our medical providers, physicians, psychiatrists, dental technicians, and dentist conduct more than 50 onsite primary care appointments per week. The Boulder County Jail provides extensive onsite primary care and coordinates appointments in the community with specialists such as
cardiologists, surgeons, and gastroenterologists as needed. The jail does not have an infirmary. Inmate hospitalizations are coordinated based on inmate need. Radiology and laboratory services are obtained onsite. Images and specimens are sent offsite for evaluation of findings. Written results are returned via fax or mail.

**Dental Services**

Boulder County Jail has one dental clinic which is staffed by a licensed Dentist and Dental Assistant. To receive dental treatment, inmates send a request stating their dental problem to the dental clinic and an appointment is scheduled.

Emergency treatment and relief of pain is the first priority. Medically necessary services are prioritized and scheduled based on the severity of the problem and the projected length of the inmate’s sentence. Inmates may also be referred to community specialists if the procedure cannot be completed onsite.

**Behavioral Health**

Boulder County Jail provides several levels of mental health treatment along with individualized case management. Mental health services are targeted to inmates with severe or persistent mental illness. Short term services are available to inmates who are not mentally ill but show high suicide potential or are experiencing emotional distress.

All inmates are screened at intake for mental illness. Inmates with moderate to severe diagnoses are monitored and routinely evaluated throughout their incarceration by qualified mental health providers.

Behavioral health staff also provide mental health crisis services as well as work with release counselors to provide continuum of care when inmates are released back into the community.

Boulder County Jail contracts with a Psychiatrist and Psychiatric Nurse Practitioner to prescribe psychiatric medications as appropriate. These prescribers work closely with the qualified mental health providers to ensure treatment continuity. Inmates who do not need other critical services may receive medication only.

**Pharmacy**

The Boulder County Jail is contracted with Diamond Pharmacy to provide all pharmaceuticals and supplies to the Boulder County Jail. Diamond currently prepares blister packages for dispensing in the jail.

**Medical Records**

Boulder County Jail is responsible for maintaining patient records that meet the requirements set forth by administrative rules, federal and state laws pertaining to medical information. Medical records are kept on site for 10 years plus current year following inmates release from incarceration.
### 2.4 Medical Data

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<table>
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<tr>
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<tbody>
<tr>
<td># Full Time Physicians</td>
<td></td>
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<tr>
<td># Part Time Physicians</td>
<td>2</td>
</tr>
<tr>
<td># Full Time Nurse Practitioners</td>
<td>1</td>
</tr>
<tr>
<td># Part Time Nurse Practitioners</td>
<td>1</td>
</tr>
<tr>
<td># Full Time Nurses</td>
<td>20</td>
</tr>
<tr>
<td># Part Time Nurses</td>
<td>2</td>
</tr>
<tr>
<td># Full Time Psychiatrists</td>
<td></td>
</tr>
<tr>
<td># Part Time Psychiatrists</td>
<td>1</td>
</tr>
<tr>
<td># Full Time Dentists</td>
<td>1</td>
</tr>
<tr>
<td># Part Time Dentists/Associate</td>
<td>1</td>
</tr>
<tr>
<td>Other? Please elaborate</td>
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The maximum (concurrent) number of users that will be on the system at any given time is 12 full time staff and 4 part time staff.

The Boulder County Jail Medical Unit has a total of 2 shifts per day.

The vendor/system will need to potentially interface with the following local HIE and/or Hospital:

- Laboratory - Boulder Community Hospital Laboratory
- Jail Management System - Tiburon
- Pharmacy - Diamond Pharmaceutical Services
- Radiology – Boulder Community Hospital Radiology
- Hospital/HIE - Boulder Community Hospital

### 2.5 Hardware and Software Currently Utilized

- Both Hosted and SaaS model systems.
- Production servers running VMware, Linux, MS Windows Server.
- Windows 7 and 10.
- Internet Explorer and Chrome.
- Oracle and MS SQL databases.
- SharePoint, .Net, and Microsoft IIS 7 are our primary internal web platform.
- We use MimeCast for our spam control and gateway antivirus, Trend Micro for virus protection and malware for servers and clients.
- Checkpoint for internet browsing filter.
- Checkpoint firewalls, and A-10 Web Application firewalls.
- Cisco products for our network devices and IP telephony.
- We have wireless access for both internal and a guest network.
- We have diverse internet connections.
- Our back office is Microsoft Exchange, AD, DNS, DHCP, etc.
2.6 Goals

a. Improved maintenance of all medical records.
b. Optimize data collected during medical encounters for continuous quality improvement (CQI) and reporting utilization.
c. Capability to efficiently receive and catalogue medical records from outside providers, specialty services, and medical equipment.
d. Improve clinical workflow for inmate care.
e. Store and archive medical records for future reference.
f. Improve ability to gather medical statistics.
g. Identify inmates who did not report for medication pass.
h. Enhance overall health care services.

2.7 Software Demonstration

As part of the process for determining which software BCSO will purchase, the Sheriff's Office will require the final two vendors to demonstrate their product. This demonstration can be done either onsite at Boulder County, via the WEB, or at a location within a 90 minute drive of Boulder County. If the demonstration requires Boulder County resources, those resources should be specified. The length of the demonstration and topics covered are at the discretion of the vendor but the personnel conducting the demonstration must be able to answer both technical and application questions. The demonstration must be of the software version that Boulder County will be purchasing. The effectiveness of the demonstration will be an important criteria used by BCSO to determine to whom to award the contract.

3 Specifications / Submittal Section

3.1 General

Please respond to the following in the order listed below:

1. Company name, address, phone numbers, and contact information. Provide the names of contact persons for contract administration and technical liaison. Include then name of the technical support person who will be our support person during the installation phase.
2. Length of time your company has been in business.
3. Company’s hours of business, off-hours contact and availability.
4. Include a statement of qualification specifying how your company can meet the requirements listed in this RFP.
5. Preferred methods for ongoing communications between vendor and Boulder County (email, website, phone, FTP, etc.).
6. Copy of your standard contract, non-disclosure agreement, and license agreements you will require to be executed at time of award.
7. Itemized costs for the following:
   - Monthly service fees and basis on which those fees are charged. Include rate hike policy and changes in this fee structure over the last five years.
   - Itemized costs for all vendor supplied software, licensing, and hardware.
• Itemized costs for onsite training. Include the number of hours of training provided.
• Project Management costs. Include an hourly rate if your response is a by-the-hour response. Include number of estimated hours to complete project.
• Maintenance support and licensing costs for three years, listed on an annual payment basis.
• Cost of interface with Diamond Pharmacy.
• Vendor supplied document scanning activities.

8. Financial Statements: For the two most recent years available, provide in an attachment a financial statement, balance sheet and income statement, certified by a licensed certified public accountant. Provide any available Dunn and Bradstreet reports.

9. References with names and phone numbers of any governmental entities where your product is currently in production. Indicate whether the reference is using the version of the software that Boulder County will be purchasing.

3.2 Application System Requirements

The Boulder County Sheriff's Office is willing to alter business practices, within reason, in order to use the software as written. We are interested in a flexible system that will allow us to make some changes without vendor support. Describe any flexibility within your system that will enable BCSO to tailor/alter/modify the system in a timely and cost effective manner without requiring vendor assistance.

In addition, describe what changes to the application are available using vendor supplied technical support as part of the install process. If there are costs associated with these changes, list them here.

1. Integration with Tiburon Correction Management System
The Boulder County Sheriff's Office currently uses the Tiburon Correction Management System (version 7.5.1). This is an Oracle based system (currently Oracle 9.2 but moving to Oracle 10G in late 2009 or early 2010). A two-way interface between this system and the Vendor's product will be necessary. BCSO will work with the selected vendor to create the necessary Oracle views to retrieve the data.

The vendor must supply an interface that will allow it to query the Tiburon database in order to pull the appropriate inmate data into their system as needed. The vendor must provide a solution that retrieves data for all newly booked inmates, the most current housing location for that inmate and whether the inmate has been released. The interface must also retrieve current hazard, activity and dietary restrictions.

Given the above descriptions, describe your data needs, your ability to implement the described interfaces, locations where you have implemented the described method and any locations where you have implemented the interface with a Tiburon system. Include any other real time queries that you feel are necessary for the software to operate efficiently.

2. Integration with Diamond Pharmacy
The Boulder County Sheriff's Office currently uses Diamond Pharmacy as its pharmacy
vendor. It is the wish of BCSO that the purchased software will have an interface with this vendor that will allow for management of medication ordering, dispensing, and inventory control.

It is the position of BCSO that the vendor will work with Diamond directly on the interface and will include all costs for both the Vendor and Diamond portions of the interface in their proposal. For response to this portion of the RFP price this interface as an option.

List any current production systems that have an active interface with a pharmacy. Indicate whether any of these are with Diamond.

In the event that the BCSO jail were to quit using Diamond, describe the process necessary to implement an interface with a new vendor, your willingness to do so and an estimated cost for the new interface.

3. Paperless Capabilities
BCSO requires the Vendor to provide the ability for all paper documents to be stored electronically. Describe any capabilities of your system to implement scanning technology to store documents that are not in electronic form. Detail whether the scanning capability is direct (scan directly into the application) or indirect (scan to a defined location and then import the document in some fashion). Describe any built in search capabilities for scanned documents.

List any required and/or recommended hardware necessary to implement this function.

List any additional software recommendations/requirements necessary to implement this function.

Define any document scanning responsibilities that the vendor will supply and include the costs in the Submittal Section.

Boulder County currently uses FileNet as our vendor for content management. Detail any experience with FileNet as a repository for scanned documents.

3.3. County Hosted Solution

1. Is the system available to be hosted by the County?
2. Products hosted in the Boulder County technology platform environment should run on Windows 10, Server 2012 R2, have directory/user integration with LDAP, and SQL database.
   Describe your solution compatibility with these platform requirements and for on premise hosting, indicate any other platforms supported.
3. Optimal and minimum network requirements
4. Optimal and minimum database software and requirements, including freeware, printer drivers, etc.? Versions?
5. What percent of your 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. 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 solution components or is specific to a specific functional component.
11. Does your proposed solution provide necessary licensing for third party software or do you expect Boulder County to provide the licenses?
12. Explain the delivered capabilities / tools for a system administrator to monitor and manage solution components.
13. Are there any built-in activity logs generated by the application? If yes, does your application provide alerts to system administrators when logs are reaching size thresholds? Can your application control the percentage at which the system log full warnings are given?
14. Do you provide developer release notes and updated user documentation / notes with each software release?
15. What is your recommended method for vendor remote access to the system housed within the Boulder County network?

3.4 Software release process

16. What is your frequency and process for new software upgrades / releases, e.g. planning, scheduling, notification, distribution / implementation?
17. What latitude do your customers have regarding adoption of the upgrades or changes?
18. Are software upgrades included in the maintenance costs?
19. What is the estimated average time and cost to your customers associated with implementing a new software upgrade / release?
20. Describe how software patches, upgrades and major releases are distributed to your customers for installation, e.g. auto-upgrade at log-in, etc.
21. What is your expected software release schedule for the next two years – frequency / dates and content?
22. What software upgrades are not included in the maintenance costs? What are the time and costs to Boulder County for implementing those upgrades?
23. Describe the process for updating and/or certifying the application when new releases of 3rd party software becomes available (e.g. new releases of Windows, IE)

3.5 Support, warranty & maintenance

24. Describe the warranty that comes with the purchased system. When does the warranty begin and end?
25. Detail the process for response to calls for service.
26. What are the hours of support, expected response time for calls for service, and escalation process for problems?
27. Describe the maintenance contract that comes with the purchased system.
28. Do your support personnel typically interact with your customer’s information technology personnel or end-user personnel?
29. Describe Boulder County and Vendor roles and responsibilities for on-going support.
30. Describe recommended staff size and skillsets for Boulder County to perform the on-going support roles and responsibilities.

31. 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.

32. Describe on-going end user support offerings such as Users’ Groups, release training, etc.

33. Describe the timing and delivery of system administration manuals and how you keep this documentation up-to-date.

34. Describe the timing and delivery of database ERDs and data dictionaries and how you keep this documentation up-to-date.

35. Describe the timing and delivery of diagrams and associated documentation describing the technical solution (including servers, network, client machine configuration and connectivity). How do you address changes to this documentation?

36. Describe the timing and delivery of user reference manuals and/or online help and how you keep this documentation up-to-date.

3.6 Application Security Management

37. What security tools are provided in software?
38. Explain active directory integration.
39. Explain single sign on capabilities, including how single sign on would work with any proposed third party software.
40. Does your application require DBA or SA rights be granted?
41. Does your application require authentication for access to data?
42. Can administrative login(s) to application have strong passwords?
43. Can the application force a password change at the first login?
44. Does the application allow for multiple logons for the same user at the same time?
45. Does the application maintain and control password history?
46. List built-in user IDs and their privileges.
47. 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
48. Are encryption keys securely stored?
49. Is the connection to database encrypted?
50. Does the application log contain credentials (passwords, etc.)?
51. Does the application provide centralized logging support, such as logging to syslog, included in the application?
52. What system privileges are necessary for the application to run?
Detail whether the application runs only with those privileges needed to operate.
53. Does your application include any configuration files in clear text used for authentication, e.g. clear text passwords?
54. Does the application clean up authenticated sessions after log out?
55. Describe how the application would address each of the following security-related events. Please note whether the application logs detail such as user and process IDs causing the event and timestamps.
   a. Success or failure of attempt to access security file
   b. Success or failure of event
   c. Seriousness of event violation

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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

56. Does the application have the ability to log changes to user privileges and to log access to sensitive data in an individually identifiable way?
57. If the solution is web-based, describe your Web Application firewall configuration and features.

3.7 Support

58. Describe operations support.
59. Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.
60. Describe process for installing patches and updates.
61. Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update.
62. Add – support in US or specify location(s) and services if any off-shore.

3.8 Access to Data

63. Describe the County’s ability to access data through reporting tools with a hosted system.

3.9 Reporting & Analytics

64. Does the software come with a report writer and / or analytics toolset? (specify)
65. Does the report writer utilize a separate database?

4 Hosted / SaaS Options

1. Is system available through hosted model? (county owns license; system hosted by vendor)
2. Is the system available through SaaS model? (county pays monthly service fee)
3. Is the system available through a managed services model (county owns and hosts system; vendor maintains system)?
4. Where is the data center and disaster recovery data center located?
5. What are your experiences as a SaaS provider? e.g. Number of clients; Longest and average time providing services to a client; largest and average client size, client industries, etc.
6. In the event your company is acquired or ceases operation, what is the procedure and timeframe for returning Boulder County’s data and in what format would the County’s data be returned?
7. Describe your procedures for providing your customers advance notification of major upgrades or system changes.
   What process do you use to schedule implementation of the upgrades or changes to
minimize operational disruption?
8. If data centers are physically secured, explain the method / technology used.
9. Please detail data center and security certifications held by your company, specifically certification title, description, issuing organization, frequency of renewal, most recent issue date of the certification.
10. Has your company experienced any breach in data center, network, database and / or application security in the past three years? If yes, please describe each incident – date, nature of the incident, vendor’s response, customer communications and result.
11. Describe how you monitor network usage and your procedure for increasing and / or allocating network resources to meet increased usage.
12. What are your proposed operational Service Level standards? How do you monitor Service Levels and how often to you report Service Level results to customers?
13. What are the results of your Service Level Standards for the past two years, i.e. lowest, highest and average per metric?
14. In the past 3 years, have you reimbursed any customer(s) due to failure to meet contractual Service Levels? If yes, what was the amount and date of your last incident?
15. What is the expected average downtime per week for Vendor-controlled reasons, e.g. backups, patches, upgrades, etc.?
16. What business continuity procedures and policies are implemented to protect Boulder County data, including data back-up and recovery? Where does your backup data reside?
17. Please provide the dates of your last business continuity / disaster recovery tests and the results of each test; also provide data recovery turn-around time standards.
18. Please provide information on the hiring and oversight of privileged administrators, and the controls over their access to customer data.
19. Describe your process and procedures for segregating customer data at rest.
20. What change management processes are implemented to protect Boulder County data and system availability?
21. What configuration management processes are implemented to protect Boulder County data and system availability?
22. Please describe your technology control standards and audit processes related to data security and operational integrity. Indicate what industry standard(s) you comply with and provide a copy of latest audit reports, e.g. SSAE 16, COSO, SOX, etc.
23. What encryption methods are provided within the application in order to encrypt data across non-secure portions of a network?
   If your application does not provide application-level encryption, explain how you will accomplish this and any requirements for Boulder County necessary to implement the solution.
24. Describe your process / methods for encrypting data in transit to protect it from being read or modified as it traverses external networks. Also describe any standard protocols and / or algorithms you leverage, e.g., TLS and IPsec, AES.
25. If you use encryption as a data security method, provide information regarding the design and testing of the encryption schemes / methods.
26. Does your application allow for any data deletion by end-users? If so, describe what happens to the deleted data?
27. In addition to user IDs and passwords, describe the standards and other methods used to authenticate users, e.g. LDAP, certificates and tokens.
28. What are the internet bandwidth requirements for optimal performance?
29. Describe any minimum contract periods.
30. After contract period, is it possible to transition to self-hosted model? Describe what is required for transition and cost.
31. How is performance against service levels reported to the county.
32. Describe process for county reporting issue to the vendor.

4.1 Data Conversion

33. Provide your recommendations for data conversion. The county requires retention and access to historical data (at least through statutory requirements on records retention and grant contractual requirements for retention and audit).
34. Please provide estimates of the level of effort required to convert existing data including detailed transaction records and provide recommendations on how you would approach a cost-effective and efficient data conversion as well as historical data retention.

4.2 Project Management

Explain the proposed approach and plan for implementation, including:
• Proposed implementation phases including scope and components
• Key milestones and deliverables, and how they relate to the implementation approach and activities
• Implementation tasks and activities including data conversion, configuration design and set-up, data interfaces / integration, quality assurance, training, etc.
• How the proposed approach addresses common project risks and challenges including cross-organizational roles and user groups, documentation, training, and project management.
36. Describe the proposed vendor staffing for the project including:
• Roles and responsibilities
• Number of vendor staff assigned to each role and approximate allocation of each resource
• Activities completed onsite vs. offsite
37. Describe recommended county staffing for the project
• Roles, responsibilities and skills / competencies for each role
• Number and allocation for each staff member including time spent with and without vendor staff
38. Describe proposed project management services including:
• Responsibilities of vendor project manager and of county project manager
• Onsite presence of vendor project manager
• Communications approach and plan
• Progress, schedule and budget monitoring and reporting
• Risk Management approach, including escalation
39. Described proposed quality assurance and testing approach and plan, specifying activities, roles and responsibilities including performance, functional and usability testing
40. Described proposed training approach and plan,
• Specify how and when training is to be delivered (e.g. onsite, offsite, web-based, etc.)
• Explain roles and responsibilities the county is expected to provide for the training effort including but not limited to training coordination, training material development, training delivery, etc.
41. Describe recommended change management approach and services.
42. Describe proposed implementation deliverables (required deliverables listed in Section C, Project Scope). The county considers project documentation to be a critical part of both the success of the project and the county’s ongoing success with the software. Vendors should provide specific deliverable examples. Note: For this response, vendors can select one function or process and respond based on the representative process. The focus of this section is to demonstrate how implementation deliverables will be used and the importance of deliverables as a form of quality assurance.

43. Process: Comment on process changes, recommendations, or best practice guidance.
   • Provide examples or show templates of how this would be identified in one of the proposed implementation deliverables
   • Provide sample of or excerpt from a business process assessment / system design document.

44. Configuration: Provide example deliverables / templates of how implementation configurations would be documented
   • Identify how configuration decisions will be reached and documented
   • Explain how configuration documents will be used to create test plans and scripts

45. Quality Assurance: Provide description of testing procedures that will be used
   • Provide examples or sample templates of test scripts
   • Explain and show how test results are tracked and managed

46. Training: Explain how training materials are developed to include business process decisions, system capabilities, and organizational roles
   • Provide examples of training agendas and training materials
   • Identify specific training strategies or adult-learning techniques used on the project to improve knowledge transfer and retention
   • Provide sample end-user documentation / job-aids (online links acceptable)

47. Project Management: Provide illustrations of project management artifacts
   • Sample Project Management Plan
   • Sample Project Schedule
   • Sample Status Report, and any other project documents such as solution blueprint, change requests etc.

48. The proposal should describe post-implementation and on-going support services available, including but not limited to:
   • Maintenance and Support
   • Service desk support services
   • Application support services, e.g. interface development, customization
   • Setup / Configuration services
   • Training (instructor-led, web-based, conferences, etc.)

5. **Medical Functionality**

   A. **Chronic Disease Monitoring**

   BCSO requires the vendor to have a chronic disease management function. At a minimum the proposed system must:

   • Allow a user to create and maintain a chronic disease list. Associated with each item on the list is a user defined set of actions. When the disease has been diagnosed, a list of those actions should automatically appear as well as being available for future reference.
   • Allow a user to create electronic flow sheets to monitor such things as alcohol withdrawal,
• Describe your chronic disease management function. Detail how it meets the above criteria and any other chronic disease management functionality that the system provides.

B. Infectious Disease Tracking

The Boulder County Sheriff's Office requires the vendor to have an infectious disease tracking system. Describe how your system accomplishes this.

C. Clinical Protocol Management

The Boulder County Sheriff's Office requires the vendor to provide a system that aligns clinical protocols with documentation format. It must allow user manipulation of the protocols as they change over time. Describe the features and functionality of your clinical protocol management system.

D. Accounting Management

The Boulder County Sheriff's Office requires the vendor to provide an accounting system within the software. This system must allow for the tracking of expenditures as well as the ability to track inmate charges and payments.

Describe features and functionality that your Accounting Management system provides.

E. Form Creation

The proposed system must provide the ability for BCSO to create customized forms as necessary and to alter those previously created. This function must be available without the intervention of the vendor.

Describe the features and functionality provided in your forms creation sub-system.

F. Medical Reminder System

The Boulder County Sheriff's Office requires the system to have a configurable reminder system. This system would allow staff with appropriate security to create "flags" that would automatically create criteria that then trigger the creation of lists such as task schedules and appointment reminders.

The application must provide a list of inmates who have been incarcerated between one and a configurable number of days prior to the request.

Describe all features and functionality that the software purchased provides in this area.

G. Mental Health Management

The proposed system must have a Mental Health Management component. Describe all features and functionality in the proposed system's Mental Health Management component.
H. **Medical System Reporting**

The Vendor should include in the proposal a complete list of the standard reports which are included with the system. The vendor should describe the level of flexibility which the user has in tailoring the query criteria to meet their needs and in creating new ad hoc reports. The vendor should also describe its ad hoc reporting tool and any other ad hoc reporting tools that are supported.

Indicate whether the application can provide an initial health screening problem list that is attached to a configurable diagnostic and therapeutic plan for each problem.

I. **Pharmacy Module**

The application must include a pharmacy module. At a minimum the module must:

- Create medication pass lists that are populated by date, time and housing module.
- Allow for recording of inmate compliance on each medication dose.
- Generate a list of automatic refill notifications based on medication stop date.
- Identify and import specific formulary management information.

Describe features and functionality that your Pharmacy Management System provides. Detail of how it meets the above criteria and any other pharmacy management functionality that the system provides.

J. **Dietary and Nutritional Management Module**

The proposed system must have a Dietary and Nutritional Management component. Describe all features and functionality in the proposed system's Dietary and Nutritional Management component.

K. **Miscellaneous Functionality**

1. Indicate whether your software allows entry of chart notes in standard SOAP (Subjective, Objective, Assessment, Plan) note format. Note: A vendor will be disqualified if the chart notes cannot be provided in standard SOAP note format.

2. The system must provide for the retrieval of transfer summary information from an inmate's chart, including current problem list, medications and recent PPD skin test for tuberculosis. Describe how your software accomplishes this.

3. The system should create medical management problem lists that can be generated based on intake form indicators. Describe how your software accomplishes this.

4. Indicate whether your application provides an appointment scheduler that allows for prioritizing the appointment and then filtering by task priority.

5. The Boulder County Sheriff's Office uses a variety of medical providers that are not employed by the Sheriff but still provide medical services. These providers supply subjective, objective and planning actions that the BCSO medical team
must follow. They also supply such things as progress notes and medication orders. Describe how your software allows for easy entry of these action items by these providers and how the items can be retrieved by the BCSO staff.

6. Indicate whether your application allows for the access of inmate charts by name, booking number, date of birth, and other defined identifiers.

7. Electronic data entry ability for medical, dental, and mental health providers. Entry must be in standard SOAP format and be linked to diagnostic subjective, objective and planning actions, in addition to text notes.

L. Training
Describe your user training methodology. Detail all costs and expected time commitment for BCSO personnel to receive the training. Describe user documentation that will be provided.

M. Additional Desired Functionality
The Boulder County jail works closely with a limited number of labs to get such things as lab results or x-ray results. It is the wish of BCSO that the purchased software have the ability to interface with named providers to allow remote access to get real time lab and x-ray results.

Describe any history you have in this area and cost this as a separate option. Specify all assumptions you have made about what the Boulder County Sheriff's Office must provide in order for this interface to occur.

6. RFP Evaluation Process
The awarding of the contract shall be made to the vendor whose proposal is determined to be the best evaluated offer for the Boulder County Sheriff’s Office. This award will result from review of the proposals and vendor presentations/demonstrations and will be done by the Boulder County Sheriff's Office as well as by Boulder County Information Technology. Boulder County will consider hardware, software, and/or services, price; and other factors set forth in the RFP.

Completeness, clarity, and brevity should be stressed. The vendor’s responses to this proposal must be organized and indexed, and include all pertinent information relating to this RFP, whether specifically requested or not.

All proposals will be examined by an evaluation committee. Proposals which do not conform to the instructions given or which do not address all questions and/or requirements as specified may be eliminated from consideration. However, the Boulder County Sheriff’s Office reserves the right to accept such a proposal if it is determined to be in their best interest to do so.

The Boulder County Sheriff's Office and/or Boulder County Information Technology may initiate discussion with vendors during the evaluation process and will require the final two vendors to present a product demonstration.
Modifications to proposals submitted will be accepted during the evaluation period but only when such modifications are requested by the Boulder County Sheriff's Office. Discussions and/or presentations may not be initiated by vendors.

Negotiating sessions will be held with the successful vendor as selected by the evaluation committee. If the Boulder County Sheriff's Office, or their designee, is unable to agree to contract terms and conditions with the selected vendor, BCSO reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor or re-open the RFP process.

All proposals are open to negotiation until a contract is executed. Submission of a proposal implies the vendor’s acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluating committee.

The award of the RFP will be based on the analysis of the following criteria and will include, in no specific order of importance:

1. Technical compliance with the RFP requirements, to include:
   i. Length of implementation schedule
   ii. Compliance with the instructions to proposers
   iii. Vendor’s understanding of BCSO's immediate and future requirements
   iv. Vendor’s proven previous experience with similar systems
   v. Vendor’s financial and managerial stability
   vi. Vendor’s references
2. Ability of vendor to interface with Tiburon.
3. Ability of software version that BCSO will purchase to meet application system requirements.
4. Costs (both acquisition and ongoing).
5. Overall system functionality.
6. Suitability for BCSO's purposes and use.
7. Connection between responses and software version that BCSO will be purchasing.

Note: These requirements must be met by a vendor for the vendor to be considered
Please submit the following information in the order listed below:

1. Name of your company/organization
2. Type of organization: (Corporation, Partnership, etc.)
3. Address
4. Names and Address of the Partners and Subcontractors if applicable
5. Contact Person(s)
6. Telephone, Fax, e-mail
7. A detailed response to all sections in the specifications of this document (Items 1-6 in the Specifications section of this RFP).
8. Please call out which section you are responding to for each and respond to them in the order they have been presented in this RFP.
9. Information on the relevant experience of key personnel.
Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

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<th><strong>Contact Information</strong></th>
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<td>List Type of Organization (Corporation, Partnership, etc.)</td>
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<td>Name and Title of Person Authorized to Contract with Boulder County</td>
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<td>Name and Title of Person Submitting Bid</td>
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**By signing below I certify that:**
I am authorized to bid on my company’s behalf.
I am not currently an employee of Boulder County.
None of my employees or agents is currently an employee of Boulder County.
I am not related to any Boulder County employee or Elected Official.
I am not a Public Employees’ Retirement Association (PERA) retiree.

___________________________________________________  __________________
Signature of Person Authorized to Bid on  Date
Company’s Behalf

Note: If you cannot certify the above statements, please explain in a statement of explanation.
SAMPLE CONTRACT
(DO NOT RETURN WITH YOUR PROPOSAL)

BOULDER COUNTY (name of service contracting for) CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and ___(name of company) ("Contractor"), (collectively, the “Parties”).

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. **Incorporation into Contract:** The Invitation for Bid and Bid Specifications of Boulder County Bid No._________ and The Bid Response, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

2. **Work to be Performed:** The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. **Term of Contract:** This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on ___(date) and shall continue through ___(date).

4. **Payment for Work Performed:** In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, $ ___(contract price) .

5. **Extension and/or Renewal of Contract Term:**
   
a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

   b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through ___(date) during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later
than thirty (30) days before the expiration of this Contract or any subsequent renewals.

c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.

d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**

e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. **Quality of Performance:** The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. **Schedule of Work:** The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. **Indemnity:** The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to 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 the Contractor, its employees, agents or representatives, or other persons acting under the Contractor’s direction or control.

9. **Insurance Requirements:** The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:
a. Commercial General Liability.

*Non-Construction contracts use the following language:*

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

*Construction Contracts only – include the following paragraph:*

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of $1,000,000 Each Occurrence, $2,000,000 General Aggregate and $2,000,000 Products Completed Operations Aggregate”. The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. **Automobile Liability.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits $1,000,000 Each Accident.

c. **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.

d. **Umbrella / Excess Insurance**

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

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

e. **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.

f. **Pollution Liability.**

Coverage shall cover the Contractor’s completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are $1,000,000 Per Loss and $1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

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

The Crime limit shall be $1,000,000 Per Loss and include an endorsement for “Employee Theft of Client Property”. This third party coverage can also be provided by obtaining a third party fidelity bond.

h. **Privacy / Cyber Liability Insurance (HIPAA Compliance)**

As a provider of a service which may require the knowledge and retention of HIPPA sensitive personal information of clients served, the following minimum insurance limits are required:
- Contractors with 10 or fewer clients: $50,000.
- Contractors with 11 – 15 clients: $500,000.
- Contractors with more than 25 clients: $1,000,000.

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

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the 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.

Contractor shall forward certificates of insurance directly to (_____) Agency / Department Representative's Name & Address).

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

Please forward certificates to the county representative named above.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder 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 and the Boulder County Policy manual (of which is available upon request).

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and
Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers’ compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers’ compensation insurance only if unemployment compensation coverage or workers’ compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County’s best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.

c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9,
and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County:  (enter DH/EO’s name, Department, Mailing and Email Address)
For the Contractor:  (enter Contractor’s name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. **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. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

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

17. **Prohibitions on Public Contract for Services**: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. **Amendments:** This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. **Assignment:** This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. **Complete Agreement/Binding Effect:** This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. **Governing Law:** The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. **Breach:** Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. **Termination of Prior Agreements:** This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this
Contract, whether written or oral or partly written and partly oral.

24. **Invalidity Provision:** Should any of the provisions of this agreement be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this agreement, forthwith.

25. **Third Party Beneficiary:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. **Governmental Immunity:** Nothing in this agreement 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.

27. **Execution by Counterparts; Electronic Signatures:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.
IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter
day and year indicated below.

Executed by Boulder County on _________________.

(date)

COUNTY OF BOULDER
STATE OF COLORADO

ATTEST: __________________________

By: ____________________________
By: ____________________________
Administrative Assistant
Clerk to the Board of Commissioners

Elise Jones, Chair,
Board of County Commissioners

(seal)

Executed by Contractor on _________________.

(date)

CONTRACTOR:

ATTEST: __________________________

By: ____________________________

Signature: ________________________

Title: ___________________________
(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

________________________________________  ______________________
Company Name                            Date

________________________________________
Name (Print or Type)

________________________________________
Signature

________________________________________
Title

Note: Registration for the E-Verify Program can be completed at: https://e-verify.uscis.gov/enroll/.