

BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY (BRETSA)

1805 33rd Street
Boulder, Colorado 80301
303.441.3311
FAX: 720.564.0335

Request for Proposal: RFP- BRETSA 09-101
Date Advertised: 3 June 2009

**PROPOSAL DEADLINE: 3:00 P.M. on 17 June 2009 To
BRETSA – Attn: Lonna Donin**

REQUEST FOR PROPOSALS

The Boulder Regional Emergency Telephone Service Authority (BRETSA) is seeking technical proposals from qualified firms to provide:

PROJECT MANAGEMENT FOR INSTALLATION AND IMPLEMENTATION OF A COMPUTER AIDED DISPATCH SYSTEM IN A MULTI-AGENCY, MULTI-PSAP ENVIRONMENT

Specific requirements are contained in the attached Scope of Services.

A **TENTATIVE SCHEDULE** of key dates for the project have been established as follows:

3 June 2009	RFP released by BRETSA
17 June 2009	Priced Proposals due by 3:00 p.m.
17 – 19 June 2009	Selection Committee review and references check
Week of 22 June 2009	Interviews with Top Ranked Vendors
Week of 6 July 2009	BRETSA Board Approval
Week of 13 July 2009	Agreement Signed, Project Manager Start Date
September 2010	Estimated end of contract

BRETSA approval may be subject to successful negotiation of a final contract. BRETSA and the Vendor then negotiate the details of the final contract, BRETSA consideration or approval of the award is obtained, the contract is signed, and the work may begin. If BRETSA is unable to reach an agreement with the top ranked contractor, negotiations will commence with the second ranked firm. This process will continue until a satisfactory contract is negotiated, or BRETSA exercises its right to reject all proposals.

Priced proposals shall be accepted in person at the Boulder Police Department, 1805 33rd St. Boulder, Colorado 80301 or via email as outlined in this document. Proposal deadline is: 3 p.m. on 17 June 2009. No late proposals shall be considered.

The Vendor's proposal may be submitted via email to Lonna Donin (email address below), as an electronic file, without loss of formatting, by Adobe Acrobat Reader. The proposals shall be retained by BRETSA and cannot be returned.

BRETSA reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept the proposal deemed most advantageous to the best interest of BRETSA.

Questions regarding this Request for Proposals may be addressed to Lonna Donin, Communications Manager, Boulder Police Department, 1805 33rd St. Boulder, Colorado, 80301, by fax (720) 564-0335, or by emailing doninl@bouldercolorado.gov. All functional or technical questions shall be submitted via email through Lonna Donin.

BRETSA

Lonna Donin
Administrative Assistant

Attachments:	Section I	Scope of Services for Project Management
	Section II	Proposal Submittal Requirements
	Section III	Proposal Evaluation Criteria
	Section IV	Special Conditions
	Section V	Form of Service Agreement

SECTION I

**PROJECT MANAGEMENT FOR COMPUTER AIDED
DISPATCH SYSTEM INSTALLATION AND
IMPLEMENTATION**

I. SPECIFICATIONS

The Boulder Regional Emergency Telephone Service Authority ("BRETSA") is seeking proposals from a source that will provide prompt and efficient Project Management services for a Computer Aided Dispatch ("CAD") project. This independent contractor will provide professional consulting and technical assistance services as specified herein, together with such other functions and duties as directed by the BRETSA Board or its designees. The vendor/Independent Contractor may be a business, an individual, or a group of individuals.

II. SCOPE OF WORK

General Description:

This is a Request For Proposals from qualified vendors to provide professional consulting and technical assistance services to BRETSA as specified herein, in serving BRETSA in the capacity of a Computer Aided Dispatch (CAD) Project Manager.

BRETSA has tentatively selected the VisiCad CAD System from TriTech Software Systems to replace its existing CAD system. The VisiCAD System will feature, among other things, (i) a single CAD server interconnected with workstations at the four (4) PSAP's which BRETSA supports, and also connected to CAD Servers via Citrix, (ii) Interfaces to mobile CAD clients, and to records management systems, will also be provided for fire and law enforcement agencies dispatched by the PSAP, and (iii) installation of a backup CAD server at a Disaster Recovery Site, possibly in a fully VMWare integrated environment. BRETSA is seeking a Project Manager to oversee the installation and deployment of this new CAD System.

BRETSA is separately contracting for system administration, network administration, CAD application specialist and other technical and IT services. Vendor is not required or expected and will not be compensated to provide technical services of this nature, but to provide project management services as it pertains to coordination and management of technical personnel.

The successful vendor will provide a highly skilled individual, who possesses technical skills as well as communication, leadership, organization, facilitation, financial, and political skills. The individual will also possess the ability to work with the BRETSA Board, staff of the member agencies of BRETSA, the community, public agencies, elected officials, vendors, and other entities and individuals is essential. Specific qualifications and experience are as follows:

- a) A background in, or high understanding of, the technical areas of public safety communications (E-911 systems).
- b) A minimum of five (5) years experience of leadership/management experience, preferably progressively responsible experience in public safety communications.
- c) Extensive knowledge of public safety and emergency dispatch communications including, radio systems, enhanced 911, computer-aided dispatch (CAD) systems, mobile data systems, geographic information system (GIS) mapping.
- d) Computer proficiency required.
- e) Superior analytical ability and written and verbal communication skills.
- f) Demonstrated experience in executing and managing the CAD contract with the vendor and individual contractors.

This Request for Proposal is for a contract of limited duration, of approximately 15 months, and will terminate upon completion of installation, implementation and deployment of the CAD System.

Responsibilities and Duties:

The successful vendor shall either be an individual, group of individuals, or a business providing an individual(s) to provide project management services, together with such other functions and duties related to management and coordination of the installation, implementation, and deployment of the new CAD system as may be directed by BRETSA, to include but not limited to:

- 1) Assist BRETSA in implementing the new CAD system at the PSAP's BRETSA supports
- 2) Work with the vendor's Project Manager, and assure the vendor's installation and deployment of the new CAD system in accordance with the agreements between BRETSA, the vendor and other contractors or vendors supplying products or services for the project..
- 3) Confirm that the CAD vendor timely provides deliverables according to the project schedule, and performs as agreed pursuant to the Purchase Agreement and subsidiary agreements.
- 4) Work with BRETSA subject matter experts to provide technical information required by the CAD vendor, to identify issues with the CAD proposal and implementation, to assist the Board or its designee in resolving implementation issues or options among the PSAP's or agencies, and/or assisting the Board or its designee in confirming the appropriateness of Task Completion Reports for execution by or on behalf of the BRETSA Board. Subject matter experts with whom the successful vendor will work include, without limitation, a CAD System Administrator to be retained or hired by BRETSA, experts on practices and procedures at the four PSAP's, and to the extent relevant, at the fire and law enforcement agencies they support; experts on the various PSAP and E9-1-1 systems which will interface with the CAD system, experts on or vendors of records management systems with which the CAD system will interface; experts on the data networks used by, or which may be used by BRETSA, the PSAP's or agencies with respect to the CAD system.
- 5) In conjunction with the PSAP Directors, manage BRETSA and PSAP resources to meet the project schedule.
- 6) Manage the Change-Order process from BRETSA's perspective.
- 7) Work cooperatively with BRETSA, the PSAP Directors, and legal counsel in implementing the policies, procedures, and directives of BRETSA.
- 8) Attend all BRETSA regular and special meetings during the CAD project.
- 9) Assist current accounting of project balances, expenditures, and provide status updates to BRETSA on the finances as requested.
- 10) Reach consensus with PSAP Directors and constituent agencies on establishment of standard practices, procedures and codes as appropriate for interoperability and backup functionality between the PSAP's.

- 11) Reach consensus with PSAP Directors, subject matter experts and BRETSA's financial consultant to ensure accountability of expenditures, timely payment of vendors and assist in the management of the accounting for the Board.
- 12) In conjunction with the PSAP Directors, evaluate proposed equipment purchases related to the CAD project and make recommendations to the BRETSA Board.
- 13) Assist with the purchasing process for any expenditure as required by the CAD Project.
- 14) Prepare and maintain an inventory of all property acquired or owned by BRETSA as it pertains to the CAD project.
- 15) Assist BRETSA in the determining on-going annual CAD related budget items.
- 16) Prepare and provide management and operation reports to BRETSA as required.
- 17) Work with BRETSA's legal counsel on legal issues that may arise, including, but not limited to contract review and enforcement.
- 18) In conjunction with the PSAP Directors, evaluate training necessary for the implementation of CAD.
- 19) Negotiate with vendors and service suppliers within the provisions of the BRETSA CAD project to obtain the benefit of technological developments that may improve or enhance the quality and efficiency of services provided by BRETSA and the PSAP's.
- 20) Assist and be a resource for PSAP's with emergency issues during the implementation of the new CAD system.
- 21) Act in a liaison role between BRETSA and CAD vendor. The BRETSA PM will be the principal client contact for the vendor and will manage a team of BRETSA Project Personnel.
- 22) Identify with CAD vendor project risks, and together create a plan for management of such risks. Implement BRETSA's portion of the risk management plan.
- 23) Document CAD System implementation, including any change orders or implementation elections to provide a knowledge base for system administrators and users during and after implementation.
- 24) Manage the transfer of any responsibilities remaining at the completion of the project to the CAD System Administrator or other person designated by BRETSA.

In addition to the responsibilities and duties enumerated above, the individual will coordinate and complete projects as assigned. The individual will also perform all other duties and responsibilities assigned by BRETSA related to management and coordination of the installation, implementation and deployment of the CAD System..

The Project Manager will manage the implementation and deployment of the CAD System, through "Go-Live" and "System Acceptance" as defined in the Purchase Agreement between BRETSA and the CAD Vendor, with any outstanding tasks or responsibilities being handed over to the CAD System Administrator or other person designated by BRETSA.

Description of Boulder Regional Emergency Telephone Service Authority:

BRETSA is a non-profit public entity established pursuant to 29-1-103, C.R.S. and 29-11-100.5 et seq. and in conformance with the Colorado Governmental Immunity Act 24-10-101 C.R.S. et seq. The Authority pays the costs of providing 911 telephone services, but does not pay for the cost of staffing individual dispatch centers. The cost of responding to 911 calls is covered by the participating emergency response agencies. Each of the members of BRETSA is responsible for providing their own dispatching services. The Authority Board does not have any employees. Independent contractors provide services.

BRETSA supports four (4) PSAP's serving Boulder County, Colorado. These are:

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

Authority Board of Directors:

- Mark Beckner, Police Chief, City of Boulder, BRETSA Chair.
- Joe Pelle, Sheriff, Boulder County.
- Mike Butler, Public Safety Chief (Police and Fire), City of Longmont.
- Larry Donner, Fire Chief, City of Boulder, representing Boulder County Firefighters, BRETSA Vice Chair
- Tara Schoedinger, representing the Town of Jamestown.

PSAP Directors:

- Lonna Donin, City of Boulder
- Debbie Nasta, Boulder County
- Patti West, City of Longmont
- Becky Korte, University of Colorado, Boulder (CU)

Section II

PROPOSAL SUBMITTAL REQUIREMENTS

A. Guidelines for an Acceptable Proposal

The Vendor's proposal may be submitted via email to Lonna Donin (email address below), as an electronic file, without loss of formatting, by Adobe Acrobat Reader. The proposals shall be retained by BRETSA and cannot be returned.

BRETSA reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept the proposal deemed most advantageous to the best interest of BRETSA.

Questions regarding this Request for Proposals may be addressed to Lonna Donin, Communications Manager, Boulder Police Department, 1805 33rd St. Boulder, Colorado, 80301, by fax (720) 564-0335, or by emailing doninl@bouldercolorado.gov. All functional or technical questions shall be submitted via email through Lonna Donin..

The complete proposal shall include the proposal document with a point-by-point response to the RFP and all other materials requested in the RFP. Vendors may include any additional materials they feel could assist in the evaluation of the proposed system. However, each question shall be responded to completely. References to other documents shall not be accepted.

Vendors are cautioned that proposals, which do not follow the format required by this RFP, shall be subject to rejection without review.

Content of the Proposal: Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to perform the requirements of this RFP to include the following aspects.

1. Knowledge, Qualifications, and Expertise of the Individual(s) or Vendor: Please provide a brief history and overview of your vendor and its organizational structure, or if an individual, a description of your qualifications with special emphasis on your understanding of the services required and how you or your vendor proposes to fulfill the needs of BRETSA, including the following information:
 - a. Name, mailing address, e-mail address, telephone, and fax number of the vendor.
 - b. Type of organization (individual, partnership, corporation, or other).
 - c. Principals of your vendor.
 - d. State why your vendor is well qualified to provide BRETSA with the services outlined in the General Description above to include the size of the vendor, size of the staff qualified to provide these services, and the location of the office from which this work will be performed.
 - e. Provide specific descriptions of the experience of the vendor in providing these services to clients similar to the Authority.
 - f. Provide references from other clients to which the vendor has provided services similar to those outlined in the RFP. Include names, addresses, phone numbers, and dates of the service. Contacts shall be those who have personal knowledge of your vendor's performance for this requirement.
 - g. Advise if your vendor carries Professional Liability insurance coverage and state the limits of such coverage.

2. Qualifications and Experience of Individual Proponent or Individual(s) Assigned by the Vendor: Please identify the individual staff member who will be assigned to provide the professional consulting and technical assistance services outlined in the RFP to include:
 - a. Identify and provide the resume of the individual who will be assigned to provide these contracted services on a day-to-day basis to include:
 - i. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
 - ii. Identify the assigned individual's position within the vendor and the degree to which they will be able to commit resources and time to provide the services.
 - b. Identify and provide resumes of any individuals who will be assigned to assist the individual assigned to provide the services to include:
 - i. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
 - ii. Identify the staff roles and responsibilities, and how these individuals will work with the assigned primary individual providing these services.

3. Technical Approach to Service Provision: Provide a brief description of the vendor's approach to this project to include:
 - a. Provide a written explanation detailing how the assigned individual will approach the provision of the services outlined in this RFP to include:
 - i. The management of time, resources, and staff to accomplish goals.
 - ii. Working with the PSAP Directors on BRETSA issues for recommendations to the Board.
 - iii. Working with the technical and emergency communications staff members on issues of a routine nature and those that are urgent or emergencies.
 - iv. Financial matters including budgeting, accounting, and the purchasing of goods and services.
 - v. Developing and modifying policies and procedures.
 - vi. Working with the CAD vendor and assuring vendor performance of and compliance with the Purchase Agreement and subsidiary agreements.
 - b. Describe in detail the information and assistance you will require from the PSAP Directors in providing these services and indicate if additional information or resources will be required.
 - c. Provide samples of an actual report or work product that you have performed for services similar to those required in this RFP.

4. Financial/Pricing Proposal: It is the intent of the BRETSA to purchase these services for a specific time period at a specific unit cost. The Vendor will be engaged as an independent contractor (see Agreement, attached), and will be responsible for all benefits, any and all taxes including without limitation all income, payroll, and self-employment taxes.
 - a. The vendor may propose a total per hour charge for the individual assigned to provide the services described above to include all costs for salaries and benefits.
 - b. Or the vendor may propose a fixed monthly amount through CAD 'go-live' and system acceptance (Approximately 12 – 15 months). BRETSA anticipates a June 2010 'go-live' for the new CAD system.
 - c. Or the vendor may propose a fixed amount for the entire project, through CAD 'go-live' and system acceptance (Approximately 12 – 15 months). BRETSA anticipates a June 2010 'go-live' for the new CAD system

- d. Mileage expense reimbursement will be at the Internal Revenue Service rate.
- e. All other expenses will require pre-approval from the Authority Board. Vendor shall identify other expenses of which reimbursement will be sought, including any fixed rates or charges applicable to any category of expenses.
- f. As tax-exempt entities, the Authority is not liable for any sales or other excise tax on the service rendered.

III. PRICING

Please complete the following pricing table and answer the supplementary pricing questions that follow. The v

Per Hour Charge to Provide Services	\$ _____ per hour	OR
Total monthly fees (all inclusive*)	\$ _____	OR
Total per Project Charge to Provide Services	\$ _____	

Questions:

- 1) Please describe what costs or expenses are included in the above rate.
- 2) What costs or expenses do you anticipate may be required in addition to those included in the above rate?

SECTION III

PROPOSAL EVALUATION CRITERIA

A. Guidelines for Proposal Evaluation

The proposals shall be evaluated based on the following:

1. Proposals shall be examined for compliance with all the requirements in the sections of this RFP. Proposals that do not comply shall be subject to disqualification without further consideration.
2. Proposals shall be objectively evaluated as to technical compliance and suitability for the purpose proposed pursuant to the Evaluation Criteria.
3. Oral presentations, written questions for further clarifications, and/or contact with previous clients may be required.
4. Background checks *may* be conducted of any Vendor, any principal of any Vendor, or any individual to be assigned by the Vendor, and any Vendor subcontractor. Such background checks *will* be conducted of the selected Vendor and any subcontractor of the selected Vendor prior to award of contract. BRETSA shall not be obligated to disclose the results of any background check.
5. Negotiation with top ranked firm.
6. BRETSA shall notify all Vendors in writing when a Vendor has been selected.

B. Proposal Evaluation Sequence

1. Evaluation criteria scored
2. Short list of Vendors compiled
3. Interview Vendors as deemed necessary
4. Selection and Negotiation with top ranked Vendor

C. Evaluation Criteria

The criteria to be used by BRETSA in its evaluation and selection process are as follows:

1. Project Management Experience

2. Relevant Project Management Experience

- Successful completion of similar projects.
- Experience with implementation of CAD systems generally, or the TriTech-VisiCAD system specifically.
- Experience with implementation of CAD systems generally, or the TriTech-VisiCAD system specifically, in a multi-agency, multi-PSAP environment.
- Successful completion of implementation of Public Safety and /or 9-1-1 Systems.

3. Technical Knowledge and Experience.

- Knowledge and Experience with E9-1-1 Authorities and PSAPs, particularly in Colorado.
- Knowledge and Experience with CAD systems generally, and with TriTech-VisiCAD specifically.
- Knowledge and Experience with Mobile CAD generally, and with TriTech-VisiCAD Mobile specifically.

- Knowledge and Experience with CAD generally, and with TriTech-VisiCAD specifically, in a multi-agency, multi-PSAP environment.
- Knowledge and Experience with Data Networks generally and with Data Networks interconnecting CAD Servers with remote CAD Workstations, specifically.
- Knowledge and Experience with GIS generally, and with GIS implementations for CAD specifically.
- Knowledge and Experience with Fire and Law Enforcement Records Management Systems.
- Knowledge and Experience with interfaces with CAD systems (i.e. paging, station alerting, E-9-1-1).

4. Vendor Experience and Resources

- Experience and/or resources for administering contracts.
- Experience and/or resources for managing and maintaining budgets and inventories.
- Experience and/or resources for preparing written reports and project documentation.
- Experience and/or resources for developing and implementing risk management plans.
- Experience and record for completing project without “mission creep”

5. “People Skills:” Ability to Manage and Reconcile Stakeholders, Subject Matter Experts, Agencies and Priorities to Successfully Complete the Project

6. Pricing

- Price proposal.
- Contract requirements and objections.

BRETSA reserves full discretion to determine the capability of Vendors. Vendors will provide, in a timely manner, any and all information that BRETSA deems necessary to make such a decision. If BRETSA selects a Vendor, BRETSA will select a Vendor on a “best-fit” basis, and shall not be obligated to select the Vendor proposing the lowest price.

SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

EXECUTIVE SUMMARY

The proposing Vendor shall include an Executive Summary highlighting the Vendor's offer and outlining the benefits to BRETSA.

TRANSMITTAL LETTER

The transmittal letter shall include the names; titles, office addresses, and telephone numbers authorized to conduct negotiations regarding this RFP, and must be signed by an authorized representative of the Vendor.

LIABILITY AND RESERVED RIGHTS

This RFP does not commit BRETSA to pay any cost incurred in the preparation or submission of any proposal, to award any contract or to procure or contract for any services. If BRETSA awards a contract or contracts, in its sole discretion, BRETSA will, at its discretion, award the contract to the responsible Vendor(s) submitting the best proposal(s) that complies with the RFP. BRETSA reserves the right to negotiate further with one or more of the bidders as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of BRETSA. This includes solicitation of a best and final offer from one or more of the bidders. BRETSA may, at its sole discretion, reject any or all proposals received or waive minor defects, irregularities, or informalities therein.

BRETSA reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of proposals.

INSTRUCTIONS TO BIDDERS

This section outlines specific instructions for proposal submission. Vendors not adhering to these instructions shall be subject to disqualification without further consideration.

PRICE GUARANTEE

Vendors are asked to guarantee their prices through the end of the Project for which they are being engaged.

VENDOR QUESTIONS

Questions from Vendors must be submitted via email to:

Lonna Donin, Communications Manager, Boulder Police Department, 1805 33rd Street, Boulder, Colorado 80301; doninl@bouldercolorado.gov or faxed to 720-564-0335.

CLARIFICATION AND INTERPRETATION OF RFP

The word "shall" in this Request for Proposal (RFP) indicates mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements BRETSA considers critical but not mandatory. Therefore, it is important to respond in a brief but concise manner to each section of this document.

Indicate the level of compliance with:

- “Acknowledge.” – The Vendor has read and understood the information provided; however, no action is required of the Vendor.
- “Comply.” – Vendor meets the specifications.
- “Partially comply.” – Vendor meets part of the specification, always explain how, or the deviation.
- “Comply with clarification.” – Vendor meets the specification; however, the manner in which it is accomplished may be different from that specified by BRETSA. Always provide clarifying information.
- “Exception.” – Vendor does not meet the specification. Please provide an alternative when possible.

PROPOSAL ACCURACY

A proposal, which is in any way incomplete, irregular, or conditional, shall not be accepted.

By submitting a proposal, Vendors agree any significant inaccuracy in information given by the Vendor to BRETSA shall constitute good and sufficient cause for rejection of the proposal or revocation of award of the Agreement or termination of the Agreement without liability of BRETSA therefore.

PROPOSAL MODIFICATION AND WITHDRAWAL

Once submitted, a proposal may be modified or withdrawn up until the due date and time. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals.

GENERAL INFORMATION

Reimbursement will not be made for costs incurred prior to a formal Award. The proposal shall be comprehensive and specify how the Vendor would complete all of the elements of the "Scope of Services".

SAMPLE SERVICE CONTRACT

Included in this package is a sample of the standard "Service Contract" Vendors will be required to execute. Prospective Vendors are requested to review this document and comment on any areas of objections in their technical proposals. BRETSA reserves the right to modify the terms of the proposed Agreement.

INSURANCE REQUIREMENTS

Attached to the sample "Service Contract" is a copy of BRETSA's insurance requirements applicable to this RFP. If prospective Vendors do not have insurance coverage meeting these requirements, the reason for lack of coverage should be clearly stated in the technical proposal. BRETSA may consider granting a waiver of these requirements if the amount of coverage in any of the required areas does not meet the stated minimums.

INVOICES

The Vendor shall agree to submit all invoices to BRETSA at 1805 33rd St. Boulder, Colorado 80301, ATTN: Administrative Assistant.

INDEPENDENT CONTRACTOR AFFIDAVIT

The successful Vendor is required to sign and notarize an affidavit stating that they are an independent contractor. A sample affidavit is attached for your review. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO EMPLOYMENT BENEFITS INCLUDING WORKERS' COMPENSATION BENEFITS. AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONALLY, IT IS UNDERSTOOD THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY, COLORADO PROVIDES UNEMPLOYMENT COMPENSATION COVERAGE.**

SUBLETTING OF CONTRACT

The Vendor shall agree not to assign or sublet the whole or any part of the contract without the prior written consent of BRETSA. BRETSA may decline to agree to the assignment or subletting of the contract for any reason or for no reason, in its sole and absolute discretion.

CHANGES IN SCOPE OF SERVICES

The Vendor shall agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be executed by all parties, and made a part of the original contract by addendum. BRETSA shall not be responsible for any Vendor costs or charges attributable to any purported change in the scope of the project unless such change and associated costs and charges have been approved by BRETSA in advance in a written change order.

SUBCONTRACTORS

Vendor shall be fully responsible for the acts and omissions of its subcontractors.

LICENSES

The successful bidder, without additional expense to BRETSA, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful bidder and any subcontractors, if applicable, will be required to obtain any required business licenses. The successful bidder shall provide the Business License number(s) to Lonna Donin, within thirty (30) days of contract award.

CONFIDENTIALITY OF PROPOSALS

The inclusion in any bid of copyrighted information or information claimed to be confidential or proprietary, is strongly discouraged. Price information submitted in a bid shall *not* be claimed as confidential or proprietary, and the designation of pricing information as confidential or proprietary shall be grounds for exclusion of a bid without consideration.

Proposals submitted to BRETSA for consideration shall be subject to the Colorado Open Records Act, once an award has been made.

Should you choose to include confidential or proprietary information in your proposal, the confidential information shall be identified as such and any pages containing information you assert to be confidential shall be printed on yellow-colored stock. However, should BRETSA receive a request in accordance with this Act, the BRETSA Attorney shall make a final determination as to whether the information is releasable. Firms will be notified before information is released. Proposals submitted and terms and conditions specified in each Vendor's bid response shall remain the property of BRETSA.

CONFIDENTIALITY OF BRETSA AND THIRD-PARTY INFORMATION

In the course of completing the SOW pursuant to the Agreement, and performing the Agreement, Vendor may have access to and/or come into possession of confidential or proprietary information of BRETSA, vendors of the CAD System being purchased by BRETSA and related systems, and/or of members of the public ("Confidential Information"). Vendor shall be bound and abide by the confidentiality provisions of any Agreement to which BRETSA is a party with respect to the purchase, implementation and deployment of the CAD System. Vendor shall keep confidential and not disclose any Confidential Information, which comes into Vendor's possession in or as a result of the performance of the Agreement. Upon completion of Vendor's services pursuant to the Agreement, Vendor shall return to BRETSA or destroy any and all such Confidential Information in Vendor's possession and provide BRETSA with an affidavit of compliance with this requirement.

TAXES

BRETSA is exempt from municipal, county, state and federal sales/excise taxes. Certificates will be issued upon request.

SECTION V

FORM OF SERVICE AGREEMENT

TITLE: _____
FILE NO.: RFP-BRETSA 09-101
P.O. NO.: _____

Service Agreement

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Attachment 1:	BRETSA Insurance Requirements
Attachment 2:	Independent Contractor Affidavit

AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____ in the year Two Thousand and Nine by and between the **BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY** (hereinafter "BRETSA,") and _____ (hereinafter "CONTRACTOR").

WITNESSETH, that whereas BRETSA intends that the CONTRACTOR, upon written authorization as hereinafter specified, shall perform services as hereinafter provided; which are in accordance with the project scope and any addenda thereto, which scope of services by this CONTRACTOR together with addenda, if any, shall become a part of this Agreement.

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

SECTION I - CONTRACTOR RESPONSIBILITIES AND BASIC SERVICES

- A. The CONTRACTOR agrees to perform services in connection with projects as hereinafter stated. Refer to Special Conditions where applicable.
- B. All work to be performed by the CONTRACTOR shall be authorized in writing through execution by two (2) Board Members of BRETSA on behalf of BRETSA, and CONTRACTOR of (i) this Agreement *and* (ii) appropriate Statement(s) of Work ("SOW") specifically describing the work to be performed hereunder as more generally described at Section I.E. below.
- C. Time of performance. The services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement and the appropriate SOW(s) by BRETSA and CONTRACTOR, unless otherwise provided in the appropriate SOW, and shall be completed no later than the date specified in the appropriate SOW, unless extended by BRETSA in writing.
- D. The CONTRACTOR shall inform BRETSA in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep BRETSA informed on any changes or additions to this information. BRETSA will approve any additional firms prior to commencement of work pursuant to this Agreement. The CONTRACTOR shall be responsible for the performance of the additional firm(s). Nothing contained herein shall create any contractual relationship between any additional firm(s) and BRETSA.
- E. Scope of Services. CONTRACTOR shall manage the installation and implementation of the VisiCAD Computer Aided Dispatch system and related equipment, software, systems, and services including network services for BRETSA, and shall monitor and assure Vendor compliance with agreements related thereto, in accordance with the SOW appended hereto as Attachment 3. [BRETSA and CONTRACTOR shall complete a detailed SOW to be appended hereto as Attachment 3 prior to execution of this Agreement. Contractor may be required to execute a nondisclosure agreement prior to being provided a copy of the CAD Purchase Agreement and related documents, CONTRACTOR'S review of which will be necessary or convenient to the preparation of the SOW.]
- F. Authority; supervision. CONTRACTOR shall ultimately be responsible to, and be supervised by, the BRETSA Board. However, on a day-to-day basis,

CONTRACTOR shall work with and report to the four PSAP Directors with copies to the BRETSA Board and/or its delegate(s). The BRETSA Board or its delegate's role will generally be limited to (i) high level oversight of the project, (ii) establishing broad policy directives, (iii) financial matters, (iv) resolving issues or disputes with or between vendors and/or agencies with respect to the Project on which the parties are unable to reach consensus or which affect the costs to be borne by BRETSA, and (v) approval and execution of Task Completion Reports after consultation with CONTRACTOR, PSAP Directors, and subject matter experts.

- G. The CONTRACTOR shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts or errors and omissions of the CONTRACTOR, its agents and employees. If the CONTRACTOR knows of the damage the CONTRACTOR shall notify BRETSA immediately. If BRETSA discovers the damage, BRETSA will notify CONTRACTOR immediately. Repair shall be accomplished under BRETSA direction and to BRETSA specifications so property is in as good or better condition then before damage. The CONTRACTOR shall provide BRETSA with a certificate of liability coverage in accordance with Attachment 1 hereto.

SECTION II - BRETSA'S RESPONSIBILITIES

BRETSA shall:

- A. Provide full information including detailed scope as to its requirements for the services.
- B. Give prompt notice to the CONTRACTOR whenever BRETSA observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Furnish, or direct the CONTRACTOR to provide at BRETSA'S expense through appropriate Change Orders executed by BRETSA and CONTRACTOR, any necessary additional services .
- D. The CONTRACTOR is not liable for delays in performance which are caused by BRETSA, BRETSA's contractors, or events which are outside the control of the parties and could not be avoided by the exercise of due care.

SECTION III - MUTUAL OBLIGATIONS OF BRETSA AND CONTRACTOR

- A. This Agreement does not guarantee to the CONTRACTOR any work except as authorized in accordance with Section I above, or create an exclusive contract.
- B. The services and any and all interests contemplated under this Agreement shall not be assigned, sublet or transferred without the written consent of BRETSA.
- C. The CONTRACTOR and any and all of its personnel utilized by the CONTRACTOR under the terms of this Agreement shall remain the agents and employees of the CONTRACTOR and are not, nor shall be construed to be, agents or employees of BRETSA.
- D. All data collected by the CONTRACTOR and all originals, or reproductions at the option of BRETSA (provided that in no event shall BRETSA be responsible for the costs of such reproduction), of documents, notes, drawings, tracings, databases, and files collected or prepared in connection with these services, except the

CONTRACTOR'S personnel and administrative files, shall become and be the property of BRETSA. However, the CONTRACTOR shall retain the right to freely use, publish and apply to other projects non-proprietary and non-confidential information, data, results, and materials developed by the CONTRACTOR in the course of performing under this Agreement.

SECTION IV - PAYMENT AND FEE SCHEDULE

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

[To be completed prior to execution in accordance with CONTRACTOR's proposal, or as negotiated between BRETSA and CONTRACTOR.]

Upon submission of CONTRACTOR invoicing to BRETSA, payment shall be issued. It is to be understood and agreed that BRETSA may require up to 30 days to process payment after date of receipt of invoicing.

SECTION V – LAWS, RESOLUTIONS AND ORDINANCES

The CONTRACTOR, at all times, agrees to observe all applicable Federal and State Laws and local Resolutions and Ordinances, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VI - TERMINATION OF CONTRACT

A. TERMINATION FOR CAUSE

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

B. TERMINATION FOR GOVERNMENTAL CONVENIENCE

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

C. EFFECT OF TERMINATION

1. Ownership of Work Product. In the event of termination, all finished and unfinished work product(s) prepared by CONTRACTOR pursuant to this Agreement shall become the sole property of BRETSA, provided the CONTRACTOR is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. CONTRACTOR shall not be liable with respect to BRETSA'S subsequent use of any incomplete work product, provided CONTRACTOR has notified BRETSA in writing of the incomplete status of such work product.
2. BRETSA's Right to Set-Off and other Remedies. Termination shall not relieve CONTRACTOR from liability to BRETSA for damages sustained as the result of CONTRACTOR'S breach of this Agreement; and BRETSA may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

SECTION VII - CHANGE ORDERS OR EXTENSIONS

BRETSA, may from time to time, require changes in the scope of the services of the CONTRACTOR to be performed herein. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between BRETSA and the CONTRACTOR, shall be incorporated in written Change Orders or Extensions to this Contract.

SECTION VIII - EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. The CONTRACTOR may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefore; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. The CONTRACTOR shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
- B. All solicitations and advertisements for employees placed by or on behalf of the CONTRACTOR, shall state that CONTRACTOR is an equal opportunity employer.
- C. The CONTRACTOR shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by CONTRACTOR, so that such provisions are binding upon each subcontractor.
- D. The CONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the U.S., the State of Colorado, or their respective agencies may require; and for services to be provided in Boulder County, the City of Boulder, or the City of Longmont, which the respective jurisdictions or their respective agencies may require.

- E. The CONTRACTOR shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, Boulder County or the City of Boulder or the City of Longmont as applicable, or their respective agencies may issue to implement these requirements.

SECTION IX - SPECIAL CONDITIONS

Background checks will be conducted of CONTRACTOR and any subcontractor, principals of CONTRACTOR and any individual to be assigned by to the project by CONTRACTOR. BRETSA shall not be obligated to disclose the results of any background check.

In the course of performing the Agreement, CONTRACTOR may have access to and/or come into possession of confidential or proprietary information of BRETSA, vendors of the CAD System being purchased by BRETSA and related systems, and/or of members of the public ("Confidential Information"). CONTRACTOR shall be bound and abide by the confidentiality provisions of any Agreement to which BRETSA is a party with respect to the purchase, implementation and deployment of the CAD System. CONTRACTOR shall keep confidential and not disclose any Confidential Information, which comes into CONTRACTOR'S possession in or as a result of the performance of the Agreement. Upon completion of CONTRACTOR 's services pursuant to the Agreement, CONTRACTOR shall return to BRETSA or destroy any and all such Confidential Information in CONTRACTOR's possession and provide BRETSA with an affidavit of compliance with this requirement.

SECTION X - INSURANCE REQUIREMENTS

The CONTRACTOR shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to BRETSA, as described on Attachment #1. The CONTRACTOR further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

SECTION XI - EXAMINATION OF RECORDS

This clause applies if the consideration to be paid Contractor under this agreement exceeds \$10,000.00.

An Auditor retained by or on behalf of BRETSA, or a duly authorized representative from BRETSA ("Auditor"), shall until three (3) years after final payment under this agreement have access to and the right to examine any of the contractor/contractor's directly pertinent books, documents, papers, or other records involving transactions related to this agreement.

The contractor agrees to include in first-tier subcontracts under this agreement a clause to the effect that an Auditor retained by or on behalf of BRETSA, or a duly authorized representative from BRETSA shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the contractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this contract agreement, or (2) costs and

expenses of this contract to which Auditor has taken exception, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

SECTION XII – INDEMNIFICATION

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

SECTION XIII – NOTICES

Copies of all notices required or permitted hereunder shall be provided BRETSA's Attorney by the same means as provided to BRETSA at the following address:

Joseph P. Benkert, P.C.
ATTN: RFP-BRETSA 09-101
P.O. Box 620308
Littleton, CO 80162-0308
(303) 948-2200 (ph)
(866) 538-8661 (fax)
jbenkert@benkert.com

Notice to BRETSA shall be effective upon receipt by Administrative Assistant.

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

BOULDER REGIONAL EMERGENCY TELEPHONE SERVICE AUTHORITY

By: _____
Chair

By: _____
Vice Chair

Date: _____

[CONTRACTOR]

By: _____
Signature

Name (Type or Print)

Title

Date: _____

ATTACHMENT 1

INSURANCE REQUIREMENTS

The Vendor or contractor providing services under this agreement will be required to procure and maintain, at their own expense and without expense or cost to BRETSA, until final acceptance by BRETSA of all work covered by the Purchase Order or contract the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance policy with minimum limits of **\$600,000** combined single limit for each occurrence. This policy should have a Broad Form Endorsement and include the following coverage's: Blanket Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury.

Comprehensive Automobile Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a minimum limit of **\$600,000** combined single limit for each occurrence.

Worker Compensation and Employers Liability Insurance shall cover the obligations of the Vendor/contractor in accordance with the provisions of the Workers Compensation Act, as amended, by the State of Colorado.

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

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy. The following policy limit is to be considered a minimum amount.

Professional Liability Insurance policy with a minimum limit of **\$1,000,000** per claim. The policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed under this contract.

The contractor shall provide Certificates of Insurance to BRETSA demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The Comprehensive General Liability and Automobile Liability Certificates of Insurance shall have BRETSA, its directors, officers, employees, agents, representatives and the title of the contract as additional insured. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified to the extent such change or modification would cause BRETSA 's mandatory coverage requirements as stated herein to be violated without a **forty-five (45) day written notice** prior to expiration of same to BRETSA . Such notice to be forwarded to Administrative Assistant, BRETSA, 1805 33rd St., Boulder, Colorado 80301. The insurance coverages enumerated above constitute the minimum requirements and said enumeration's shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The Contractor may procure and maintain at their own expense, any additional kinds and amounts of insurance, which in their own judgment may be necessary for their proper protection in the performance of the work. Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Administrative Assistant in response to the particular circumstances giving rise to the contract.

**ATTACHMENT 2
INDEPENDENT CONTRACTOR AFFIDAVIT**

It is hereby understood by BRETSA and the Contractor _____ that all work performed on Request for Proposal Number **RFP-BRETSA 07-101** is that of an independent contractor. An independent contractor is **NOT** a BRETSA Employee and as such **IS NOT ENTITLED TO EMPLOYMENT BENEFITS INCLUDING WORKERS' COMPENSATION BENEFITS. THE INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONAL, IT IS UNDERSTOOD THAT INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY THAN BRETSA, COLORADO.**

The parties hereto are in agreement.

Contractor

Title

Signature

Date

Name (type or print)

Notary

My Commission Expires