



**REQUEST FOR PROPOSAL
LARIMER COUNTY COLORADO
200 WEST OAK STREE, SUITE 4000
FORT COLLINS, COLORADO**

PROPOSAL NUMBER: 11-21
DESCRIPTION: Enterprise Content Management System
RECORDING DATE: **February 2, 2012**

The Board of Larimer County Commissioners will be receiving sealed proposals at the office of the Purchasing Director, 200 West Oak St, Fort Collins, Colorado, 80521 up to 2PM (our clock), **Thursday, February 2, 2012** at which time they will be recorded, but not publicly opened, to consider the purchase and implementation of an Enterprise Content Management System for Larimer County.

All questions regarding this proposal should go to Ms. Heather L. Michaels, CPPB, Purchasing Agent. **Questions are due no later than 10:00 A.M. Thursday, January 19, 2012.** Questions may be faxed to Ms. Heather Michaels at 970-498-5959, or e-mailed to hmichaels@larimer.org. Please call Heather Michaels at 970-498-5954 to verify receipt of your questions. **No additional questions will be accepted after the date and time referenced above.**

INSTRUCTIONS TO PROPOSERS:

Six (6) copies of your proposal are required as well as one (1) electronic copy (CD, MS Word 2007). If brochures or other supportive documents are requested, then it is required that 6 sets be submitted with your proposal.

In submitting a proposal, the vendor agrees that acceptance of any or all proposals by the County within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Director of Larimer County.

No work shall commence nor shall any invoices be paid until the contractor provides the requested proof of insurance as outlined in the "Insurance Requirements For Contractors" **and** until such proof is accepted by Larimer County. ***Additionally***, the contractor will provide an endorsement naming Larimer County as an additional insured to their policy. If you have any questions concerning the insurance requirements, please contact Connie Ellis, Property/Casualty Claims Adjuster, at (970) 498-5963 at least one week before the proposal recording date.

Payment for work performed or goods sold to Larimer County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods.

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

Any contract agreed to by the parties that results in a sole source government contract must contain provisions and comply with Article XXVIII, Section 15 of the Colorado Constitution.

Larimer County reserves the right to reject any and or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest

of Larimer County to do so. If, in the sole judgment of the Board of County Commissioners, the proposals are substantially equal, the Board may grant the contract to companies located in Larimer County. The total cost of proposal preparation and submission shall be borne by the proposer.

If, in the sole judgment of the Board of County Commissioners, the bids or proposals are substantially equal, the Board **may** grant the contract to companies located in Larimer County.

All information submitted in response to this request for proposal (RFP) is public after the Notice of Award has been issued. The proposer should not include as part of the response to the RFP any information which the proposer believes to be a trade secret or other privileged or confidential data. If the proposer wishes to include such material with a proposal, then the material should be supplied under separate cover and identified as confidential. Statements that the entire proposal is confidential will not be honored. Larimer County will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

No telephone, e-mail, or facsimile proposals will be accepted.

Proposals must be clearly identified on the front of the envelope by proposal number and title. Responsibility for timely submittal and routing of proposals, prior to recording, lies solely with the proposer. Proposals received after the recording time specified will not be considered.

Minority Business Enterprises will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on grounds of race, color, or national origin.

INTRODUCTION:

Larimer County is located in north-central Colorado. It is the seventh largest county in Colorado based on population. The County extends to the Continental Divide and includes several mountain communities and Rocky Mountain National Park. The County encompasses 2,640 square miles. See 'About Larimer County' (<http://larimer.org/about/about.htm>) for additional information.

CURRENT SYSTEM:

Our latest version, FileNet 5.4, is currently operational in many different County Departments and Divisions. The departments that use the system at this time are: Assessor, Building and Planning, Clerk and Recorder, Commissioners, Coroner, Finance, Health, Human Resources, Human Services, Motor Vehicle, Sheriff and Treasurer.

Current Imaging Application Environment

- 1,200-1350 Users
- Windows VMWare Servers
- Cisco Fiber connecting County Campuses
- Kofax Image Capture
- FileNet Content Services Version 5.4
- Email and Calendar system is Google GMail and GCal

We are using Active Directory and LDAP Services.

We are currently utilizing VMWare and expect the requested software to install gracefully into our current environment.

Larimer County has a full service information technology department with DBAs, Programmers, Technical Support and Network Engineers on staff who will play their appropriate roles within the project.

PROJECT OVERVIEW – INTENT:

Larimer County has been utilizing a content management system for the last 15 years, and is looking to either update our current application to a new version, or implement a new system. As part of this project, we are examining the expanded capabilities of the Enterprise Content Management Systems currently available in the market. At this time we are sending out a Request for Proposals (RFP) to select a robust software system with features that better suit the needs of Larimer County.

Larimer County is looking for a product that will support the following operating systems without customization or enhancements:

- Windows
- VMWare

SCOPE OF WORK:

- Identify an upgrade/replacement path for our current FileNet Content Services 5.4 Imaging System.
- Install the upgrade/replacement within the enterprise.
- Work with project team to implement work flows that will improve overall processes.
- Bring online those new departments or offices that want to implement a content management system.
- Train staff in the utilization of the updated or replacement system.
- Conversion of our existing content.
- Your proposal should assume we will be using VMWare for our servers and your pricing for licensing should reflect this use.
- We are using Active Directory and LDAP Services; the proposed system must be able to integrate both these technologies.

QUALIFICATIONS:

The County desires a vendor who can document compliance with the following criteria:

- Proposers must have experience in implementing the proposed Enterprise Content Management system with at least 3 government entity in the past five years.
- Awarded vendor should have a history of building long-term partnerships with clients, especially with local and state government accounts.
- Awarded vendor must have an established relationship or experience of at least 5 years with the product being proposed.
- Awarded vendor must have a certified relationship with the product being proposed if the vendor is a Value Added Reseller.

PROPOSAL SUBMITTAL REQUIREMENTS:

Proposals submitted should be a maximum of 35 sheets of paper, printed on both sides. Include in the 35 pages of your proposal the signature page, and your response to the following questions **in the order as written**. Please number each page and re-state each **Bolded** heading, followed by your response.

1. A signed copy of Larimer County's RFP **signature page (page 17 of the RFP)**.
2. **Company Overview:** Include; years in business, company size, number of full-time staff, number of clients or key clients, tell us if your company is public or private. What is your Strategic Vision/Mission Statement? Does your company have strategic alliances? If so, with whom? Tell us what differentiates your company and your product from other vendors?.
3. **Product Description:** Give us an overall description of your product and its key features. This is intended to be a narrative and can be used to explain why your product should be considered by Larimer County for an overall enterprise content management solution.
4. Tell us if your company is a **Value Added Reseller (VAR)**, or is the proposed product your own product? Tell us how long your company has been a **VAR**, provide a copy of your current certificate.
5. **Three Similar Projects:** Tell us about your company's experience in implementing the proposed Enterprise Content Management system with at least 3 government entity in the past five years. Include name of Government Entity, type of project, name of contact person, and telephone number of contact person.
6. **Operating Systems Supported With Proposed Installation:** Tell us in your proposal if your software supports the following operating systems without customizations or enhancements:
 - Windows
 - VMWare
 - iOS Devices (iPhone/iPad)
 - Android Devices (Phones/ Xoom)
 - List other that may apply

If your software is unable to support the above systems, tell us which systems are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

7. **Integrations Supported with Proposed Installation:** Tell us in your proposal if your software has the following capabilities, without customizations or enhancements:

NOTE: The following systems are currently in use within the Larimer County Enterprise, and these supported integrations are required for all proposals. If your proposal doesn't support these applications, you must include an expected cost to support the specific interface within your production deployment.

- Kofax
- Active Directory
- Oracle ERP 10.6 (Oracle)
- Permitting Software ie: Accela Permits Plus, Accela Automation
- Permitting Software: Energov
- Permitting Software: CRW Trakit
- Tiburon (Tiburon, Inc)
- Microsoft Office

- Open Office
- Google E-Mail
- Google Calendar
- Google Applications
- ADP (TimeCard / HR)
- Open API
- Ability to view payable document within Oracle ERP
- Support a connector or web service to allow applications to send data to the content management system
- Allow ability to retrieve index data from another application
- Integration with Adobe v. 9.0 (Red Lining, Notes, Versioning)
- Integration with Business Object Enterprise Server

8. **File Types Supported with Proposed Installation:** Tell us in your proposal if your software supports the following file types, without customizations or enhancements:

- JPEG
- TIFF
- Video
- WMI
- Word
- Excel
- PowerPoint
- PDF (Text Scan)
- Google Documents
- Agendas
- Email into system with Printing/Scanning

If your software is unable to support the above file types, tell us which are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

9. **Export Capabilities with Proposed Installation:** Tell us in your proposal if your software has the following capabilities, without customizations or enhancements:

- Easily create DVD/CD of selected documents to send them to the State, and be able to encrypt or protect these confidential documents with this software.
- Ability to pull image or document into an email, fax, printer or into another document.

If your software is unable to support the above export capabilities, tell us which are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

10. **Security and Proposed Installation:** Detail in your proposal what security and proposed installation method will be used to assure security levels as follows:

- Maintain confidentiality of client files
- Allow for security of a document
- Allow refined security for a document element or section
- Security of documents by who has access
- Group Level and Person Level Security
- Allow for Sharing of Documents

If your software is unable to provide the above listed security levels, tell us which desired security levels are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

11. **Redaction with Proposed Installation:** Tell us in your proposal if your software has the following capabilities, without customizations or enhancements:

- Support ability to redact data in an image or a document

If your software is unable to support redaction, tell us if there would be additional products or licenses required to add this functionality, as well as the associated cost.

12. **Web Portals and Interfaces with Proposed Installation:** Detail in your proposal if the list below showing Web Portals and Interfaces is supported in your software and will be included in your proposed installation.

- Public Facing Portal To Some Documents
- Private Web Portal for Access
- Ability to access data over the Internet
- Allow public to electronically submit application into the System
- Allow for FTP Access

If your software is unable to support the above web portals and interfaces, tell us which are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

13. **Presentation and Access Options with Proposed Installation:** Tell us in your proposal if your software has the following capabilities without customizations or enhancements:

- Thick Client on Workstation
- Web Client for Search/Access and Display
- Allow for Zoom In and Zoom Out
- Ability to display multiple documents

If your software is unable to support the above presentation options, tell us which are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

14. **Searching and Indexes with Proposed Installation:** Tell us in your proposal if your software has the following capabilities without customizations or enhancements:

- OCR of Index Fields
- Allow for over 100+ Indexes
- Allow ability to find elements stored in documents that are not the indexes
- Documents should be easy to locate and retrieve
- Support tiered Indexing, from high-level through Department-level Indexes
- Auto generate content word search and provide an advanced search like Google
- Voice to Text Capability (Text of Audio/Video files)

If your software is unable to support the above indexing options, tell us which are not supported and if there would be additional products or licenses required to add this functionality, and the associated cost.

15. **Work Flows with Proposed Installation:** Tell us in your proposal if your software has the following capabilities, without customizations or enhancements:

- Ability to mark a document “reviewed” or “finished”
- Ability to share documents across departments
- Ability to auto route documents
- Ability to assign a document to a group
- Ability to assign a document to another employee

If your software is unable to support the above workflows, tell us which are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

16. **Reporting with Proposed Installation:** Tell us in your proposal if your software has the following capabilities, without customizations or enhancements:

- Ability to generate reports of documents
- Adhoc Reports
- Integration with Business Objects Enterprise

If your software is unable to support the above reporting capabilities, tell us which are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

17. **Document Management with Proposed Installation:** Tell us in your proposal if your software has the following capabilities, without customizations or enhancements:

- Ability to set-up retention schedules
- Ability to share documents across departments
- Support for document versions
- Allow ability to attach a document to an existing one stored
- Auto compare document content for differences
- Ability to purge records
- Check in / Check out
- Document History
- Add or remove pages from a document
- Support for Mass Changes and Moves (Index Changes, etc)
- Support for Document classification (Types)

If your software is unable to support the above document management options, tell us which are not supported and if there would be additional products or licenses required to add this functionality, as well as the associated cost.

18. **Product Support Mode:** Describe in your proposal support services available for each of the items listed below:

- Online Help
- Call Center (Hours)
- User Groups
- Automatic Upgrades
- Account Management
- Other Distinguishing Support Options

19. **Application Framework:** Describe in your proposal your application framework, as well as any IT tools that are necessary to implement your product.

20. We are using **Active Directory and LDAP Services**: Explain in your proposal how your system will integrate both of these technologies for integration.
21. **Internal Information Technology Support**: Most enterprise-wide solutions require internal resources for the “Care and Feeding” of the systems. Please describe in your proposal a typical recommended internal support structure for your product.
22. **Quality Control**: Describe in your proposal the quality control program for your application products.
23. **Training Included with Your Proposal**: Describe the training solution that you offer as part of your proposal, including the topics listed below. Please be sure that anything included in this section is **already included** in your pricing.
 - Technical support staff user training
 - Records Manager User Training
 - Super-User Training
 - Initial user training with implementation (**Please explain your training process and provide outlines of your training courses**).
 - Additional training/refresher courses
 - On-line training
 - Other training material or training tools that may be provided at no additional cost
24. **Conversion of Existing Imaging Application and Content**: Explain your proposed process for converting Larimer County from IBM FileNet Content Services 5.4 into your new application environment.
25. **Implementation of your Proposed Solution**: Describe the typical implementation processes for your product.
26. **Proposed Cost of Software and Installation**: In this section, provide the pricing for your proposal. The total costs for the first year should include anything you identified in the prior sections as supported, and/or additional costs to make requirements supported, as well as training, migration of FileNet, and implementation costs. Should Larimer County not request anything additional, this 1st year cost line would be the all-inclusive contract amount.
27. **Exceptions**: Please identify in your proposal any exceptions to our specifications or Scope of Work not already addressed in your responses to question # 2 through question #27.
28. **Cost Schedule**: Please complete the Cost Schedule as provided on pages 18 and 19 of this RFP and return the Cost Schedule with your proposal package.
29. Proposers must provide a **Sample Maintenance Contract** with your proposal. The pages contained in your sample maintenance contract may be in addition to the limited 35 sheets of paper used for your proposal.
30. Tell us if your company is willing to consider at a **minimum a 5 year (possibly 10 year) locked price with annual renewals**.

EVALUATION CRITERIA:

The evaluation committee will review and rank all project proposals using the criteria listed below. The rating scale will be from 1 to 5 with a 1 being a poor rating, 3 being average and 5 being outstanding.

Criteria	Weight
Cost & value proposition	40%
System feature set	30%
Vendor Experience and Partnership Offering	20%
Vendor Project Approach	10%

CONTRACT/AGREEMENT:

A formal contract will be put in place for period of one year. The County, at its sole option, may offer to extend this Contract for up to ten (10) additional one-year terms. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the Contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the successful vendor, and approved by the Larimer County Board of County Commissioners. See Sample Contract on pages 10 through 14.

INVOICING AND PAYMENT:

Invoicing and payment to the awarded vendor will be based upon the completion and approval of defined milestones/deliverables to be determined after award.

SAMPLE CONTRACT

ENTERPRISE CONTENT MANAGEMENT SYSTEM – PROPOSAL #11-21

THIS AGREEMENT made effective as of the _ day of _, 2010, by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521, hereinafter referred to as the "County" and _ located at _, hereinafter referred to as the "Consultant."

The County and the Consultant for the consideration hereinafter set forth agree as follows:

SECTION I - SERVICES OF THE CONSULTANT

The Consultant shall serve as the County's consultant and shall provide as a minimum all of the professional _ services which are described in the Request for Proposal titled _, incorporated by reference herein.

The Consultant shall obtain, and maintain continuously for the term of this contract, at its expense, the insurance described in the Request for Proposal, incorporated by reference herein. The Consultant is not relieved of any liability or other obligations assumed pursuant to this contract by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

SECTION II - TERM

The term of this Contract shall be from _.

The executed contract will define desired milestones/deliverables to be complete for each phase of Part I.

The contract shall be from the date of the executed contract through the estimated work schedule to complete Part I of this project. If Larimer County decides to move forward with Part II a new contract will be negotiated.

SECTION III - INDEPENDENT CONTRACTOR

- A. In performing the work under this Agreement, the Consultant acts as an independent contractor and is **solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance**, as well as errors and omissions insurance. The Consultant, as an independent contractor, **is obligated to pay federal and state income tax on moneys earned**. The personnel employed by the Consultant are not and shall not become employees, agents or servants of the County because of the performance of any work by this Agreement.
- B. The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County will have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION IV - THE COUNTY'S RESPONSIBILITIES

The County shall:

- A. Provide information as to its requirements for the project.
- B. Give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the project.
- C. Assist the Consultant in obtaining approval of all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- D. Furnish, or direct the Consultant to provide at the County's expense, necessary additional services.

SECTION V - MUTUAL UNDERSTANDINGS OF THE COUNTY AND THE CONSULTANT

- A. This Agreement does not guarantee to the Consultant, any work except as authorized in accordance with Section I above, nor does it create an exclusive contract for services.
- B. All of the services contemplated under this Agreement are personal and shall not be assigned, sublet or transferred without the written consent of the County.
- C. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this agreement shall be deemed a waiver of the Colorado Governmental Immunity Act.
- D. The Consultant and any and all of its personnel utilized by the County under the terms of this Agreement shall remain the agents and employees of the Consultant and are not, nor shall they become agents or employees of the County.
- E. Ownership of documents.
 - (1) All tracings, plans, specifications, estimates, reports, data and miscellaneous items purported to contribute to the completeness of the project shall be delivered to and become the property of the County, upon County's request.
 - (2) Basic survey notes, charts, sketches, computations, and other data prepared hereunder shall be made available to the County, upon request, and become the property of the County.
 - (3) All data received hereunder shall be made a part of the County's permanent records and files and preserved therein for six (6) years per Colorado state statute.

SECTION VI - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the County shall pay the Consultant for services furnished on various projects throughout the year, and shall not exceed \$_____ within a twelve month period for such services.

A. Invoices

Invoices will be submitted by the Consultant monthly for services performed and expenses incurred pursuant to this Agreement during the prior month.

SECTION VII - INDEMNIFY AND HOLD HARMLESS PROVISION

The Consultant agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities or property caused or sustained by any person(s) as a result of any intentional or negligent act by Consultant or failure of Consultant to perform this Agreement according to its terms.

SECTION VIII - CHARTER, LAWS AND ORDINANCES

The Consultant at all times, agrees to observe all Federal and State laws, and Resolutions and Ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work under this Agreement.

SECTION IX - TERMINATION OF CONTRACT

A. TERMINATION OF CONTRACT FOR CONVENIENCE OF THE COUNTY

The County may terminate this Contract at any time by giving written notice to the Consultant of such termination within 15 calendar days of the date of notice and specifying the effective date thereof. If the Contract is terminated by the County; the County will pay the consultant for work accomplished to date of termination as follows: (a) Lump Sum contracts: The percentage of the total lump sum fee that represents the ratio of work performed to the total amount of work; (b) Cost Plus Fixed Fee contracts; incurred cost of actual work performed plus a percentage of the fixed fee that represents the ratio of work performed to the total amount of work in the contract; (c) Specific Rate of Compensation contract: Incurred cost of actual work performed; (d) Per Unit of Work contracts; The cost of each completed unit work and/or a percentage of each partially completed unit of work.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant and the County may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Consultant is determined.

B. OWNERSHIP OF PARTIALLY COMPLETED WORK

All work accomplished by the consultant prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

SECTION X - CHANGE ORDERS OR EXTENSIONS

A. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed herein. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing by the County and the Consultant. If Larimer County orders or directs any additional compensable work to be performed by the contractor, Larimer County will reimburse the contractor for the contractor's costs on a periodic basis for all additional directed work until a change order is finalized. However, in no instance shall periodic reimbursement be required before the contractor has submitted an estimate of costs

B. The County may extend the time of completion of services to be performed by the Consultant. Such extensions, must be mutually agreed upon in writing, by the County and the Consultant.

SECTION XI - EQUAL EMPLOYMENT OPPORTUNITY

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- C. The Consultant agrees to comply with such rules, regulations or guidelines as the County, State or Federal agencies may issue to implement these requirements.
- D. The Consultant shall be licensed as required by law.

SECTION XII – ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES

- A. The Contractor certifies that the Contractor shall comply with the provisions of C.R.S. 8-17.5-101, et. seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or 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 contract.
- B. The Contractor represents, warrants, and agrees that it (a) has verified that it does not employ any illegal aliens, through participation in either the E-Verify Program or in the State of Colorado Verification Program (“Department Program”).
1. If the Contractor elects to participate in the Department Program pursuant to C.R.S. 8-17.5-102, the Contractor must provide the County a copy of Contractor’s completed Notice of Participation Form.
 2. If the Contractor hires a new employee who performs work under this public contract, the Contractor must provide the County affirmation as required by C.R.S. 8-17.5-102(5)(c)(II).
- C. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et. seq., the County may terminate this Contract for breach of contract, and the Contractor shall be liable for actual and consequential damages to the County.
- D. The Contractor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while this Contract is being performed.
- E. If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the contractor shall:
1. 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
 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph “a” above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

SECTION XIII - SPECIAL CONDITIONS

The Contract Administrator for this contract shall be __, (title) and he/she can be reached by phone at __. The Contract Administrator does not have the authority to alter or modify the terms of this Agreement.

SECTION XIV - INSPECTIONS, REVIEWS AND AUDITS

A. During all phases of the work and services to be provided hereunder the Consultant agrees to permit duly authorized agents and employees of the County, to enter the consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

B. Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment, for inspection by Larimer County and copies thereof shall be furnished if requested.

SECTION XV - REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein and to perform the duties and obligations described herein.

SECTION XVI – DEBARMENT LIST

The Contractor certifies by signing this document that neither the contractor, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

SECTION XVII – DEFAULT

If Consultant defaults in any obligation under this contract, Consultant shall be liable for all costs, expenses and payment incurred by the County including any reasonable expenses for attorney's bills.

Signed this _____ day of _____, 2012, effective as of _____ 2012.

BOARD OF COUNTY COMMISSIONERS,
LARIMER COUNTY, COLORADO

Chair, Board of County Commissioners

Consultant

By _____

Title _____

INSURANCE REQUIREMENTS:

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Purchasing, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.

I. Workers' Compensation and Employers' Liability

A. State of Colorado:	Statutory
B. Applicable Federal:	Statutory
C. Employer's Liability:	\$100,000 Each Accident \$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee

D. **Waiver of Subrogation**

II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

A. Bodily Injury & Property Damage General Aggregate Limit	\$1,000,000
B. Products & Completed Operations Aggregate Limit	\$1,000,000
C. Personal & Advertising Injury Limit	\$1,000,000
D. Each Occurrence Limit	\$1,000,000

Other General Liability Conditions:

1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
2. **Contractor agrees that the insurance afforded the County is primary.**
3. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.

III. Contractor shall secure Employee Dishonesty Coverage with a limit of at least \$100,000. A Third Party Coverage endorsement shall be obtained to provide legal liability coverage for employees of contractor while on Larimer County premises.

IV. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:

A. Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
B. Medical Payments Coverage	\$5,000/person
C. Uninsured/Underinsured Motorist Colorado Statutory Limit	\$1,000,000

V. Umbrella Liability: Each Occurrence Limit \$1,000,000
Aggregate Limit \$1,000,000

VI. **All insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.

VII. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.

VIII. **Notice of Cancellation:** Each insurance policy required by the insurance provision 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. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its

insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

- IX. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors certificates of insurance. Such certificate must meet all requirements listed above.

ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.

SIGNATURE PAGE

ADDENDA:

The proposer acknowledges the receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____

The undersigned certifies that he/she has examined the specifications and instructions to proposers and has submitted a proposal in full compliance and without collusion with any other person, individual or corporation.

The undersigned further certifies that he/she is or is trying to participate in the "Basic Pilot Employment Verification Program (Basic Pilot)" as detailed as a part of the "Systematic Alien Verification for Entitlements (SAVE) Program" as found on the U.S. Citizenship and Immigration Services website at (<http://www.uscis.gov>). The entire URL for the SAVE program is:

<http://www.uscis.gov/portal/site/uscis/menuitem.5af9bb95919f35e66f614176543f6d1a/?vgnnextoid=71cf58f91f08e010VgnVCM1000000ecd190aRCRD&vgnnextchannel=71919c7755cb9010VgnVCM10000045f3d6a1>

The undersigned certifies that you have verified that you do not employ illegal aliens, and that you shall not knowingly employ an illegal alien to perform work.

SIGNED: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

FIRM: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ TELEPHONE NUMBER: _____

FAX NUMBER: _____ E-MAIL _____

IF YOUR COMPANY IS AWARDED THIS SOLICITATION WILL YOUR COMPANY BE ABLE TO MEET THE INSURANCE REQUIREMENTS AS STATED IN THIS PROPOSAL DOCUMENT? _____ YES _____ NO

For further information regarding this proposal, please contact Heather L. Michaels, CPPB, Purchasing Agent, at (970) 498-5954 or hmichaels@larimer.org.

Please submit proposals in a sealed envelope using the enclosed "ORANGE" routing tag affixed firmly to the outside of the envelope and marked "Proposal #11-21" to:

LARIMER COUNTY PURCHASING DIRECTOR
LARIMER COUNTY COURTHOUSE OFFICES
200 WEST OAK STREET, SUITE 4000
FORT COLLINS, COLORADO 80522

If you do not have the routing tag, use a bright highlighter to highlight the proposal number, proposal name and closing date on the outside of your sealed envelope.

COST SCHEDULE:

Complete the Cost Schedule below assuming our **Current Imaging Application Environment** as shown on page #2 of this RFP. The proposed costs must be a fully burdened rate including all travel expenses, meals, etc

	Cost	Comments
License Fees & Type (Concurrent, Named, or Processor)	\$	
Support and Maintenance costs first year	\$	
Technical Support Staff Training	\$	
Pricing alternatives (subscription options, hosted solutions or low cost solutions)	\$	
Other Costs that may apply	\$	
Discounts that may apply _____%	\$	
TOTAL COST:	\$	
Services (Migration / Work flow) (We May Purchase A La Carte)		
Migration/Conversion of FileNet Documents and Indexes To New Application	\$	
Workflow Configuration	\$	
Server Setup and Configuration	\$	
Software Setup and Configuration	\$	
Customization / Interface Costs (We May Purchase A La Carte)		
Kofax	\$	
Active Directory	\$	
Oracle ERP 10.6	\$	
Accela Permits Plus	\$	
Tiburon	\$	
Microsoft Office	\$	
Google E-Mail	\$	
Google Applications	\$	

ADP Time Card / HR	\$	
Open API	\$	
Web Services	\$	
Adobe 9.0 Markup	\$	
Business Object Enterprise - Reporting	\$	
Training Costs:		
Records Manager Training	\$	
Train The Trainer	\$	
Super User Training	\$	
End User Training	\$	
Other Costs: please describe	\$	
Other Costs: please describe	\$	
Other Costs: please describe	\$	