

RETURN TO:  
Department of General Services  
PURCHASING DIVISION  
201 West Colfax Avenue  
Department 304, 11<sup>th</sup> Floor  
Denver, CO 80202  
Phone: (720) 913-8100  
FAX: (720) 913-8101

CITY AND COUNTY OF DENVER



Department of General Services  
PURCHASING DIVISION  
[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing)  
Buyer: Andrew Miskell  
[Andrew.Miskell@denvergov.org](mailto:Andrew.Miskell@denvergov.org)

## REQUEST FOR PROPOSAL

### Request for Proposal No. 0790A (2018)

### **Offender Monitoring Products, Services, and Solutions**

#### SCHEDULE OF EVENTS

• Proposal Issued	July 16, 2018		
• Pre-Proposal Conference	July 31, 2018	12:00 P.M.	Local Time
• Deadline to Submit Additional Questions	August 2, 2018	4:00 P.M.	Local Time
• Response to Written Questions	August 7, 2018		
• Proposal Due Date	August 15, 2018	4:00 P.M.	Local Time

**Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.**

#### **VENDOR SIGN HERE**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed or Typed Name)

Signature: \_\_\_\_\_  
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

***THIS PROPOSAL MUST BE RETURNED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).***

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## SECTION A: NATIONAL COOPERATIVE OVERVIEW AND GENERAL INFORMATION

### A.1 U.S. COMMUNITIES OVERVIEW:

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies. The City and County of Denver (the City) is acting as the Lead Public Agency for this process.

### A.2 NATIONAL SPONSERS:

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

### A.3 ADVISORY BOARD:

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

#### Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

#### **A.4 PARTICIPATING PUBLIC AGENCIES:**

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

City and County of Denver is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Section F.

#### **A.5 ESTIMATED NATIONAL VOLUME:**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is fifty million (\$50,000,000.00) dollars annually over the course of the contract. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, City and County of Denver and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

#### **A.6 MARKETING SUPPORT:**

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

**A.7 EVALUATION OF PROPOSALS:**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

**The remainder of this page left blank intentionally**

## **SECTION B: CITY OF DENVER GENERAL INFORMATION & PROPOSAL INSTRUCTIONS**

### **B.1 BACKGROUND AND SCOPE:**

The City and County of Denver (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Offender Monitoring Products, Services, and Solutions (herein “Products and Services”).

### **B.2 TERMS AND DEFINITIONS:**

Throughout the solicitation documents, there are terms which are synonymous and interchangeable, such as “Vendor”, “Supplier”, “Contractor”, or “Proposer”, “Proposal” and “Bid,” and “Agreement” or “Master Agreement” and “Contract.”

### **B.3 RFP OBJECTIVES:**

The following objectives are the identified goals for this proposal at the time of release:

- 1) Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 2) Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- 3) Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 4) Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 5) Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 6) Provide Participating Public Agencies with environmentally responsible products and services

### **B.4 ROCKY MOUNTAIN E-PURCHASING (BidNet):**

The City is collaborating with Rocky Mountain E-purchasing System (BidNet) in the advertisement and facilitation of Formal Bids and Requests for Proposals (RFP) administered by the City's General Services Purchasing Division.

It is a requirement of this Formal Bid / RFP that interested parties familiarize themselves and register with BidNet; proposer/ contractors who do not register may be considered non-responsive.

Registration with BidNet is available at NO CHARGE and allows proposers access to view governmental bids posted on BidNet; they offer an additional notification service option with an associated fee. It is the responsibility of the proposer/ contractor to evaluate and select the service option of their choice.

The City is not responsible for the actions or lack thereof on the part of the proposer / contractor in regards to their interaction with BidNet, or any other third-party bid notification service in relation to this Formal Bid/RFP.

More information is available at: [www.BidNetDirect.com](http://www.BidNetDirect.com) or by calling 1-800-835-4603.

## **B.5 ELECTRONIC SUBMISSION OF PROPOSALS:**

Submission of proposals for this solicitation may only be done electronically through BidNet®. Proposals must be submitted at [www.BidNetDirect.com](http://www.BidNetDirect.com), no later than the date and time indicated in the proposal.

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to the Buyer, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal. Proposals submitted after the due date listed within the Schedule of Events may result in the proposing Vendor's submission be deemed non-responsible and excluded from the evaluation process, unless otherwise approved by the Buyer of Record in writing.

## **B.6 FORMAT OF PROPOSALS:**

Proposing Vendors will provide their final proposals in the format provided with this proposal. Proposing Vendors may use 2016 MS Office applications (Word, Excel, Power Point) or Adobe Acrobat XI Pro (or earlier version) for formats of submission of the required documents.

Supplemental or supporting documents may be submitted by proposing Vendors, however, all supporting documents submitted shall still adhere to the approved formats stated above. If a proposing Vendor wishes to use a different format, written permission from the Buyer of Record will be required.

## **B.7 MATERIALS REQUIRED WITH SUBMISSION:**

This proposal contains the following documents, which includes items that have been identified as requirements to be submitted prior to the submission due date listed within the Schedule of Events:

### **Required Completion with Final Proposal Submission:**

- 1) Main Bid Document – Signed Coversheet
- 2) Executive Summary
  - a. A brief, concise statement that summarizes the level of description of the contents of the proposal
  - b. Executive Summary shall be on Proposer letterhead, typed, and submitted as its' own document
- 3) Technical Proposal
  - a. Proposer shall respond to each requirement in the Scope of Work – Section D
  - b. Local Staffing Plan
- 4) Pricing Proposal – Section E
- 5) Sample Contract and Certification Form – City of Denver
  - a. Reviewed and submitted with redlines – Section F
- 6) Answers to Vendor Questions – Section C.11
- 7) Supplier Qualifications
  - a. Includes a narrative of the Proposer's understanding and acceptance of the Supplier Commitments
- 8) Supplier Worksheet for National Program Consideration
  - a. Completed and Signed – Section G.3
- 9) Administration Agreement – US Communities
  - a. Reviewed and submitted signed and unaltered– Section G.5
- 10) Resumes and Account Team information, including team qualifications and experience



**Informational Documents provided as part of this RFP:**

- 1) US Communities Material – Section G
- 2) EA Technology Standards – This is a City of Denver ONLY standard

**Additional Required Documents as part of this RFP:**

- 1) Company's most recent Dun & Bradstreet report – Section C.11.8
- 2) Company's most recent audited income statement and balance sheet
- 3) Diversity and Inclusiveness Form (XO 101) – Completed via the link in Section B.25
- 4) Greenprint Sustainability Information Sheet – Section H.3
- 5) A current copy of the proposing Vendor's W-9
- 6) Vendor Information Sheet
- 7) Cloud Services – Security Requirements – This is a City of Denver ONLY requirement
- 8) The City reserves the right to request additional information during the evaluation phase in order to clarify a Vendor's submitted proposal

**B.8 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be conducted the date and time listed in the Schedule of Events, front page. Location of Pre-Proposal will be at the following location, unless otherwise stated by the Buyer of Record:

**Wellington Webb Municipal Building  
Purchasing Department  
11<sup>th</sup> Floor – Room 11.D.3  
201 West Colfax Ave  
Denver, CO 80202**

The proposal terms and conditions will be reviewed and discussed at this time. If the location, date/time, or nature of the Pre-Proposal Conference is changed the Buyer of Record will issue an addendum at least twenty-four (24) hours prior to the date and time listed within the Schedule of Events.

Changes to the nature of the pre-bid include the possibility of a Skype or WebEx pre-bid, however, if this is the case, an addendum shall be published with instructions. This change may be driven by the vendor/supplier community needs.

**B.9 PROPOSAL QUESTIONS:**

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this proposal. Therefore any questions regarding this proposal are encouraged and should be submitted in writing by email to:

City Buyer: **Andrew Miskell**  
E-Mail: [Andrew.Miskell@denvergov.org](mailto:Andrew.Miskell@denvergov.org)

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

## **B.10 ADDENDA:**

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available on BidNet. It is the responsibility of the proposer/contractor to confirm that they have acquired all addenda related to this solicitation and they have reviewed/complied with the requirements therein.

## **B.11 ACCEPTANCE PERIOD:**

Proposals in response to this proposal shall indicate that they are valid for a period no less than 180 days from the closing date.

## **B.12 PRICING INSTRUCTIONS:**

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in the proposal. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the format in the pricing section. Do not include cost or price figures anywhere except in the cost and pricing section.

## **B.13 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:**

Section C of this proposal contains our proposed Scope of Work and/or Technical Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this proposal. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

## **B.14 PROPOSAL CONDITIONS AND PROVISIONS:**

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. ***This proposal MUST be returned in a sealed envelope or if applicable electronically through the Rocky Mountain E-purchasing System (BidNet®).***

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this proposal which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this proposal, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to insure such compliance.

The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

### **B.15 GRATUITIES AND KICKBACKS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

### **B.16 NON-COLLUSIVE VENDOR CERTIFICATION:**

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

### **B.17 ESTIMATED QUANTITIES – CITY AND COUNTY OF DENVER**

Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period designated, as determined

by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting Contractual Agreement is to supply the City with its complete actual requirement of the materials specified in this proposal for the designated period.

The City and County of Denver estimates, the approximate spend to be nine million (\$9,000,000.00) dollars over the course of the next five (5) years. This amount is considered to only be an estimate and does not obligate the Buyer or the City to purchase the estimated amount.

**B.18 TERM PERIOD OF CITY CONTRACT:**

The term of this contract will be for three (3) years beginning February 1, 2019 and ending January 31, 2022.

The City may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time. The Proposer shall be notified in writing by the City's Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Request for adjustment in cost of services must be substantiated and justified and must be approved by the City Purchasing Director.

At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any services covered by the contract to customers generally, an equivalent price reduction based on similar services and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

**B.19 EVALUATION:**

The criteria to be used for the proposal evaluation may include but is not limited to:

- a) Price
- b) Response to Vendor questions/issues
- c) Technical merit
- d) Schedule
- e) Program management
- f) Quality considerations
- g) Responsiveness to contract provisions
- h) National and Local Capabilities
- i) Other materials or demos that may be required upon submittal or for clarification purposes (as applicable)

No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Vendors.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section F of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section F. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

#### **B.20 AWARDS:**

Due to the nature of the items requested on this proposal, and the importance of the services that they impact, the City and County of Denver reserves the right to award multiple Vendors across all line items. Prices must be shown for each item listed. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

#### **B.21 PRODUCT/PERFORMANCE LITERATURE:**

Complete manufacturer's literature and specifications must be furnished by each vendor on the brand name products he/she is quoting to furnish. The City and County of Denver reserves the right at the time of final evaluation of this proposal, to request of any technical data, test results or other pertinent information.

The undersigned vendor shall agree to furnish, upon the written request of the City's Buyer, any additional information needed to substantiate or clarify the design and/or performance characteristics of the materials he proposes to furnish. The successful vendor may be required to furnish manuals on items proposed, plus current repair parts price sheets.

#### **B.22 SUSTAINABILITY POLICY AND GUIDANCE:**

The City & County of Denver, through its Office of Sustainability and Executive Order 123, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City, when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

##### **B.22.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:**

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

### **B.23 DISCLOSURE OF CONTENTS OF PROPOSALS:**

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked “Trade Secrets”, “Confidential”, “Proprietary”, or “Trade Secret”. Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City’s non-disclosure of such information.

### **B.24 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:**

Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.

### **B.25 DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:**

#### **Definitions**

***Diversity:*** Diversity refers to the extent to which a contractor/consultant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

***Inclusiveness:*** Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization’s workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

#### **Requirements**

Using the attached form, entitled “Diversity and Inclusiveness in City Solicitations Information Request Form”, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant’s current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.



**SEE BID LINK BELOW TO COMPLETE THE XO 101 FORM**

*Proposers are to follow the instructions and submit a completed online copy of the “Diversity and Inclusiveness in City Solicitations Request Form” per the bid attachment XO 101. Failure to submit this form electronically will render your bid or RFP non-responsive. When completing this form, insert the Buyer’s email address listed above when prompted to enter whom from the City and County of Denver is conducting this solicitation.*

Please link to the “Diversity and Inclusiveness in City Solicitations Information Request Form” Below:

<https://fs7.formsite.com/CCDenver/form341/index.html>

**B.26 FEDERAL PROVISIONS:**

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**SECTION C: CITY OF DENVER GENERAL REQUIREMENTS**

**C.1 F.O.B. POINT:**

Prices quoted shall be F.O.B. Destination and delivered, as required, to the City and County of Denver, or to any State Agencies and other State Departments, Political Subdivisions, Higher Education facilities, and non-profit that are allowed to participate from the resulting U.S. Communities agreement.

**C.2 DELIVERY CONSIDERATIONS:**

Deliveries are to be made as soon as possible after orders are placed and are anticipated within an industry standard acceptable period. Vendors proposing products not carried in stock as a policy for immediate delivery should not submit proposal on such items.

**C.3 LOCAL STAFFING PLAN:**

The Proposer shall provide the names, qualifications, experience, and proposed responsibilities for the personnel it proposes as Key Personnel for the City for work under the resulting awarded contract. This shall include the assigned Proposer representative, all trainers, project manager and team.

**C.4 DEFECTIVE MATERIAL:**

The successful vendor shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the vendor within ten (10) business days.

**C.5 WARRANTY GUARANTEE:**

Vendor shall be fully responsible for any and all warranty claims, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, Vendor shall respond to requests for warranty assistance within one (1) business day.

**C.6 WARRANTY:**

Specify the Vendor location where warranty claims are to be sent:

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

**C.7 FELONY DISQUALIFICATION:**

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the vendor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.



## **C.8 PROCUREMENT CARDS: PAYMENT CONDITIONS**

Awarded contractors are asked to have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

## **C.9 EMERGENCY PURCHASES:**

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

## **C.10 COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

## **C.11 SAMPLES:**

Throughout out the term of the resulting contract(s) upon request, vendors are required to furnish a sample of the goods and/or services to be supplied at no cost to the City and County of Denver. Any sample submitted shall create an express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples submitted for testing from any Vendor shall be to determine quality of the Vendor's submitted product. All samples become the property of the City.

If proposal samples are required, then the sample(s) must be submitted, at no expense to the City, within forty-eight (48) hours from the date/time of request. Failure to comply with request, or failure of the sample to meet the required specifications, will be cause for the City to reject the vendor from consideration on that item. **The sample or samples that are required for each proposed item shall be wrapped together and plainly marked with item number and description of the sample, vendor name and proposal number.**

## **C.12 PROPOSER QUESTIONS AND REQUIREMENTS:**

**Your proposal must specifically address each of the questions/issues that are listed in the separate MS Word file that has accompanied this proposal, which is titled Attachment # 3 – Proposer Questions**

The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.**

### **C.13 DEMONSTRATION AND ORAL INTERVIEWS:**

The City reserves the right to review a proposing Vendor's proposed model(s) in person during the evaluation process. If requested, the proposing Vendor shall demonstrate how the product functions, including but not limited to, how the product interacts with the technology and tracking component(s) that are listed within the Scope of Work in Section D of this proposal. Demonstrations may also include the City requesting samples and field testing the proposing Vendors model(s).

The City also reserves the right as part of the evaluation process for this proposal to conduct oral interviews with any proposing Vendor(s). All oral interviews will be conducted at a specific date and time to be determined by the City of Denver and the evaluation committee at a later date, which will be scheduled by the Buyer of Record.

If oral interviews are deemed as necessary by the City, then proposing Vendors will be expected to speak to the products and services included as part of the Vendor's proposal, answers submitted from Vendor Questions located in Attachment # 3 – Vendor Questions, as well as, any additional questions that the evaluation committee may have that result from review of the proposing Vendor's submittal.

### **C.14 VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Awarded vendors may be required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

#### **FOR GOODS**

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

**The remainder of this page left blank intentionally**

**SECTION D: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The Scope of Work for this proposal can be found in a separate document entitled RFP # 0790A (2018) - Attachment # 2 – Section D - Scope of Work. All equipment, technical requirements, monitoring and reporting, system support, and software requirements can be found in the aforementioned attachment.

All proposing Vendors are required to review the scope of work that has been provided prior to final submittal of all proposals. Submission of proposals constitutes acknowledgment of review of the Scope of Work.

**The remainder of this page left blank intentionally**

## **SECTION E: PRICING / PROPOSAL ITEMS**

### **E.1 PRICING INFORMATION:**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section D as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

### **E.2 CHANGES:**

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the City.

### **E.3 PRICING INSTRUCTIONS:**

Pricing shall be in the format contained in the RFP. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be in addition to the format below. Do not include cost or price figures anywhere except in the Cost Proposal.

### **E.4 PRICING:**

All prices quoted shall be firm and fixed for the specified contract period and shall be all inclusive of labor, materials, transportation, general and administrative overhead, training, maintenance and profit

## E.5 PROPOSAL ITEMS:

All pricing shall be in usage day format, in the following order for Pricing Items 1, 2, and 3 listed in Section E.6, below:

- a. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by Supplier. Include all service reporting levels offered.
- b. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by Supplier.
- c. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by Supplier.
- d. **Alcohol Monitoring:** The complete range of alcohol monitoring products, services and solutions offered by Supplier, including continuous alcohol monitoring, continuous alcohol monitoring/radio frequency (RF) tracking and mobile breath alcohol monitoring.
- e. **Supplemental Support Services:** Secure, on-line 24/7/365 live operator and call center support that provides services to alleviate agency/officer workload by providing administrative assistance including automated check-ins, data entry for documenting contacts and activities, alert management, warrant and fee processing.
- f. **Smartphone Application:** A secure smartphone application and supervision tool offered by Supplier, utilized as an alternative or in conjunction with electronic monitoring devices, which provides offender GPS location information, biometrically verifies offender identity, and provides offender tools to increase positive outcomes.
- g. **Data Analytics Software:** A secure data analytics software package offered by the Supplier, which utilizes electronic monitoring data to analyze client behavior and calculate potential risks.
- h. **Online Monitoring Software:** The secure online monitoring software available from the Supplier, that officers will utilize to manage agency, officer, and offender data, view status, complete monitoring tasks in real-time, and is accessible 24x7 from any web-based computer or mobile device with internet access.
- i. **Related Products, Services and Solutions:** Additional related products, services or solutions available from the Supplier, such as but not limited to, day reporting center for adult and juvenile offenders, field service electronic monitoring program, victim alert device, etc.

**E.6 CONSIDERATIONS DURING VENDOR PRICING:**

1) INSERT ALL PRICING STRUCTURES AND SERVICE LEVELS OFFERED FOR CONSIDERATION.

This pricing structure is to assume all entry and installation is conducted by City personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

2) COST PROPOSAL FOR ALL THE ABOVE CATEGORIES INCLUDING MONITORING AND INSTALLATION/DEACTIVATION

This pricing structure is to assume all entry and installation is conducted by Vendor personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

3) TIERED NATIONAL PRICING

Proposer is to propose pricing using your applicable (quantity) thresholds for all items in 1 and 2 above. Pricing should be structured in as flexible a manner as possible to allow for the different configurations of many public agencies with diverse needs. Denver pricing shall correspond with the discount structure proposed nationally. **Failure to have pricing correspond may be cause for rejection of your offer.**

**The remainder of this page left blank intentionally**

**SECTION F: SAMPLE CONTRACT AND PROVISIONS**

This section shall include your response to our proposed terms and conditions included in this Section F and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this Proposal.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

**NOTE: The City of Denver's Sample Contract and Provisions have been included in this RFP as a separate MS Word document for the Vendor's convenience and is titled as Attachment # 4 – Section F – Sample Contract (Denver).**

**The remainder of this page left blank intentionally**

**SECTION G: US COMMUNITIES SUPPLIER AND CONTRACTING INFORMATION**

Further information regarding US Communities requirements regarding the Supplier and potential award, can be found in an the additional MS Word document that has been provided and is titled as **Attachment # 5 – Section G – US Communities Info.**

Please note that all participating Vendors for this Request for Proposal shall be able to follow and adhere to the US Communities requirements that are stated in this section. Failure to be able to accommodate these needs shall result in a Vendor's proposal being declared as non-responsive.

**The remainder of this page has been left blank intentionally**



**SECTION H: ADDITIONAL REQUIRED INFORMATION**

**H.1 REFERENCE LISTING:**

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) government organizations for which the vendor has provided similar projects within the last twelve (12) months:

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Reference Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Project Name \_\_\_\_\_

Value \$ \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Reference Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Project Name \_\_\_\_\_

Value \$ \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Reference Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Project Name \_\_\_\_\_

Value \$ \_\_\_\_\_

## H.2 VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

1. Have you signed the front page of the proposal? \_\_\_\_\_
2. Have you reviewed all proposal prices, checked unit costs, extensions and totals? \_\_\_\_\_
3. Have you included manufacturer's names and reference numbers, as applicable? \_\_\_\_\_
4. Have you listed the quantities you will supply? \_\_\_\_\_
5. Have you supplied any alternatives or additional information on separate headed note paper? \_\_\_\_\_
6. Have you responded to or completed and included in your response **all** of the City's requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)? \_\_\_\_\_
7. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. \_\_\_\_\_
8. Have you enclosed relevant technical literature or samples (where applicable)? \_\_\_\_\_
9. Have you completed and included the XO-101 Diversity and Inclusivity Information Request Form? \_\_\_\_\_
10. Have you completed and included all required MBE, WBE, SBE documentation (where applicable)? \_\_\_\_\_

**H.3 GREENPRINT DENVER VENDOR SUSTAINABILITY:**

The City encourages vendors to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See Section A of this proposal for the Denver Sustainability Policy and Guidance. The following are examples of areas that may be addressed.

Explain how your products and/or services support the City’s goal of environmentally preferable purchasing:

- Manufacturing Process
- Product Content
- Transportation
- Packaging
- Performance
- End of Life
- Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
- Other

**Environmentally Preferred Purchasing Attributes**  
*select all applicable attributes below*

<input type="checkbox"/>	AQ	Indoor Air Quality - Product/Service	<input type="checkbox"/>	LH	Less Harmful Content	<input type="checkbox"/>	RC	Recycled Content
<input type="checkbox"/>	AQ-M	Indoor Air Quality - Manufacturer	<input type="checkbox"/>	LV	Low Volatile Organic Compounds - Product/Service	<input type="checkbox"/>	RR	Reconditioned / Remanufactured
<input type="checkbox"/>	AQ-V	Indoor Air Quality - Vendor	<input type="checkbox"/>	LV-M	Low Volatile Organic Compounds - Manufacturer	<input type="checkbox"/>	RU	Reusability
<input type="checkbox"/>	BB	Bio-Based	<input type="checkbox"/>	LV-V	Low Volatile Organic Compounds - Vendor	<input type="checkbox"/>	RY	Recyclability
<input type="checkbox"/>	BD	Bio-Degradable	<input type="checkbox"/>	NA	No Attributes	<input type="checkbox"/>	TB	Take-Back
<input type="checkbox"/>	DY	Durability	<input type="checkbox"/>	OA <sup>‡</sup>	Other Attributes - Product/Service	<input type="checkbox"/>	WE	Water Efficiency
<input type="checkbox"/>	EE	Energy Efficient - Product/Service	<input type="checkbox"/>	OA-M <sup>‡</sup>	Other Attributes - Manufacturer	<input type="checkbox"/>	3-M	Third party certifications - Manufacturer
<input type="checkbox"/>	EE-M	Energy Efficiency - Manufacturer	<input type="checkbox"/>	OA-V <sup>‡</sup>	Other Attributes - Vendor	<input type="checkbox"/>	3-V	Third party certifications - Vendor
<input type="checkbox"/>	EE-V	Energy Efficiency - Vendor	<input type="checkbox"/>	PD	Product Disassembly Potential			

<sup>‡</sup> Describe *Other Attributes* (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**H.4 VENDOR INFORMATION:**

Information	Vendor											
	Business Name	Tax ID # (TIN or SSN)										
	Business Address	Telephone Number										
	City, State Zip	Fax Number										
	Order Address (If different from above)	Email										
	City, State, Zip	Ordering Email (If different from above)										
	Remittance Name	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; padding: 5px;">Vendor Entity Type (check one)</td> </tr> <tr> <td style="padding: 5px;"><input type="checkbox"/> Individual</td> <td style="padding: 5px;"><input type="checkbox"/> LLP/LLC</td> </tr> <tr> <td style="padding: 5px;"><input type="checkbox"/> Partnership</td> <td style="padding: 5px;"><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td style="padding: 5px;"><input type="checkbox"/> Corporation</td> <td style="padding: 5px;"><input type="checkbox"/> Government</td> </tr> <tr> <td style="padding: 5px;"><input type="checkbox"/> Exempt/Non-Profit</td> <td style="padding: 5px;"><input type="checkbox"/> Employee</td> </tr> </table>	Vendor Entity Type (check one)		<input type="checkbox"/> Individual	<input type="checkbox"/> LLP/LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee
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<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee											
Remittance Address												
City, State, Zip												
Dun & Bradstreet Number												
SIC Code and/or NAICS Code												
Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Yes <input type="checkbox"/> No  Type (check all that apply) <input type="checkbox"/> DBE      Disadvantage Business Enterprise <input type="checkbox"/> MBE      Minority Business Enterprise <input type="checkbox"/> WBE      Women Business Enterprise <input type="checkbox"/> SBE      Small Business Enterprise <input type="checkbox"/> SBEC     Small Business Enterprise Concessions <input type="checkbox"/> ACDBE    Airport Concession Disadvantage Business Enterprise <input type="checkbox"/> Other:    _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Certification Source</td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 5px;">Certification Number</td> <td></td> </tr> <tr> <td style="padding: 5px;">Certification Beginning Date</td> <td></td> </tr> <tr> <td style="padding: 5px;">Certification Expiration Date</td> <td></td> </tr> </table>	Certification Source		Certification Number		Certification Beginning Date		Certification Expiration Date				
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**SECTION D: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

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## D.1 GENERAL INFORMATION:

Suppliers are to propose the broadest possible selection of Offender Monitoring Products, Services, and Solutions that are offered by the Proposing Supplier. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the proposing Vendors should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to the following categories:

- 1) **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by Supplier.
- 2) **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by Supplier.
- 3) **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by Supplier.
- 4) **Alcohol Monitoring:** The complete range of alcohol monitoring products, services and solutions offered by Supplier, including continuous alcohol monitoring, continuous alcohol monitoring/radio frequency (RF) tracking, and mobile breath alcohol monitoring.
- 5) **Supplemental Support Services:** Secure, on-line 24/7/365 live operator and call center support that provides services to alleviate agency/officer workload by providing administrative assistance including automated check-ins, data entry for documenting contacts and activities, alert management, warrant and fee collection/processing.
- 6) **Smartphone Application:** A secure smartphone application and supervision tool offered by Supplier, utilized as an alternative or in conjunction with electronic monitoring devices, which provides offender GPS location information, biometrically verifies offender identity, and provides offender tools to increase positive outcomes.
- 7) **Data Analytics Software:** A secure data analytics software package offered by the Supplier, which utilizes electronic monitoring data to analyze client behavior and calculate potential risks.
- 8) **Online Monitoring Software:** The secure online monitoring software available from the Supplier that officers will utilize to manage agency, officer, and offender data, view status, complete monitoring tasks in real-time, and that is accessible 24x7 from any web-based computer or mobile device with internet access.
- 9) **Related Products, Services and Solutions:** Additional related products, services or solutions available from the Supplier, such as but not limited to, drug and alcohol testing, day reporting center for adult and juvenile offenders, field service electronic monitoring program, victim alert device, etc.

The Proposer shall provide the required equipment and services for the categories for which it receives award. Proposes should indicate where their systems meet or do not meet the below requirements for each category on a document that is on the Vendor's letterhead. This document shall be submitted on or prior to the Bid Due Date listed on the Schedule of Events and shall be a separate document that is uploaded through [www.BidNetDirect.com](http://www.BidNetDirect.com) as part of the proposing Vendor's submission.

## **D.2 GENERAL SCOPE:**

The following items concern the general scope and requirements for items that are part of the request for proposal:

### **1) MONITORING SERVICES PROVIDED BY PROPOSER**

The Proposer shall provide a central monitoring service center located in the U.S. The monitoring service center shall have the capability of conducting surveillance activities on an around-the-clock basis, without interruption. The surveillance activities shall minimally include the following: continuously monitoring the presence or absence of a program participant detecting early leaves or late returns; detecting attempts to tamper or actual tampering with the home monitoring equipment; attempts to duplicate the RF transmission of the home monitoring units; disruption of AC power; receiver shut downs; continuous busy signals; attempts to use recorded speech; spurious RF transmission; no telephone answer; and low receiver and/or transmission battery function. The monitoring service shall be capable of monitoring multiple curfews scheduled at the same time. In this regard, the curfew monitoring function shall have unlimited flexibility for the establishing of curfew scheduled and monitoring same.

If required by the City's designee, the Proposer's monitoring service center shall be responsible for receiving program participant enrollment information from the City. If required, the contractor shall be responsible for enrolling program participants and for changing curfew schedules based upon notification by the City via e-mail or fax (as determined by City) using the contractor's toll-free telephone number to the central monitoring service center or via remote terminal through dedicated line or internet access. If requested, the Proposer shall be responsible for removing program participants from the monitoring system upon a notification from City. The date of removal and removal reason will be established by the City. The Proposer shall utilize enrollment and client status change forms developed in conjunction with City.

If required, the monitoring service center shall respond to all reports of monitoring violations by telephoning (as determined by City) the program participant. The purpose of this telephone call is to determine the nature of the reported event and to confirm that the program participant is at his or her approved residence. The Proposer shall explain the procedure to be used to confirm the participant's presence, or lack thereof, in these situations.

In addition, the following specifications must be adhered to:

- a) The Proposer's place of business and monitoring center services facilities used for this program shall be located within the United States of America. The Contractor's primary monitoring center shall be capable of uninterrupted operation 24/7/365. This shall include all systems, hardware and software, communications and building support services such as electrical power.
- b) The Proposer's monitoring center shall be monitored twenty-four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and resolved.
- c) Each monitoring center shall have ventilation and temperature control adequate to meet hardware specifications for the operating environment and to ensure proper functions of the monitoring center hardware.
- d) The Proposer shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.
- e) The Proposer shall maintain professional highly trained and qualified staff to monitor and operate the monitoring center equipment.
- f) The Proposer shall provide the City a toll-free contact number, accessible and staffed twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.

- g) In the event any component of the Proposer's service becomes inoperable, the Proposer shall immediately notify the Contract Manager or designee by telephone and email no later than thirty (30) minutes after discovery of service failure.
- h) When requested, the Contractor's monitoring center shall provide an initial response to pre-determined alarm notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the City and the Contractor by offender program type.
- i) When requested, the Contractor's monitoring system shall be responsible for alerting the City's designated officer via text, message, email, central database, and/or phone. The means or mode of contact shall be at the City's discretion. These services shall be provided twenty-four (24) hours per day, seven (7) days per week.
- j) As required by the City's designee, the Contractor shall provide a toll-free telephone number to be supplied to the City's supervised offenders which shall be utilized to contact the monitoring center for alarm notification resolution.
- k) The Contractor shall provide immediate notification via telephone, cellular telephone, text message, and/or email 24 hours a day, seven days a week to designated City staff when an alarm notification is generated. The contractor's monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alarm notifications.
- l) The Contractor shall be able to receive a verifiable confirmation via a telephone call from the monitoring center to the designated City staff to confirm that all immediate alarm notifications were received/acknowledged by City staff. The Contractor shall be responsible to maintain a call tree to be utilized when contacting City staff to report alarm notifications pursuant to established protocols.
- m) The monitoring center shall have redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
- n) The Contractor shall have the ability to write files to a server at the Contractor's site and shall allow the City to retrieve the files daily through a secure File Transfer Protocol (FTP) or other secure transmission method. The files will need to include the following information:
  - i) **File 1 – Alarm File**
    - 1. The key file the Contractor uses to distinguish each alarm.
    - 2. The type of alarm as defined by the City.
    - 3. The Identification number of the offender.
    - 4. Date and time of the alarm.
    - 5. Length of the alarm (until resolution).
  - b) **File 2 – Comment File**
    - 1. The key field the Contractor uses to distinguish each alarm.
    - 2. Comments relating to the alarm.
    - 3. Date and time of updates to the comments.
  - c) **File 3 – Alarm Cleared**
    - 1. The key field that the Contractor uses to distinguish each alarm.
    - 2. Date and time the alarm was cleared.



d) **File 4 – Points Reviewed**

1. The ID number of the offender.
2. The USERID of the officer reviewing the points
3. Date the points were reviewed.
4. Dates of the points reviewed by the officer.

**2) EQUIPMENT TO BE PROVIDED BY CONTRACTOR**

Contractor shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but is not limited to: transmitters, base stations, receivers, tracking devices, recorders, bracelets, telephones and landline cords, batteries, power cords, clips, straps, tools, reference materials, specialty cleaning supplies, car chargers, ethernet cables, beacons, etc.

- a) In the case of equipment rental programs, all equipment provided by the Proposer shall remain the property of the Proposer and shall be in good repair, remanufactured and within specifications of new equipment. All equipment supplied shall be latest design and model equipment unless specifically requested by the City.
- b) For those offenders for whom monitoring is requested who reside in areas that have technical and/or geographical limitations, the Proposer shall provide either alternate technology or installation of a phone line at the residence at no extra charge to the City or the offender. If there is an identified limitation to the equipment functioning in a specific area, Proposer shall provide equipment that will allow the same function at the same price as equipment originally requested.
- c) The equipment provided shall be of a technology currently in use by the manufacturer, proposer, or both and shall be identified by brand and model number in the Proposer's proposal.
- d) The Proposer shall only provide equipment that has been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable. The Proposer shall submit the applicable FCC ID numbers for all proposed equipment.
- e) The equipment provided shall not be available as an open market item if this could compromise the security of the system.
- f) Replacement equipment initially provided by the Proposer shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the Proposer in "like new" condition. Repairs and/or replacements shall be provided within the timeframe specified in this RFP.
- g) In the case of a rental program, the Proposer is responsible, at no additional cost to the City except as provided in the RFP and resulting contract, for the maintenance, repair or replacement of all equipment or software provided under the contract. The Proposer is responsible for all costs for shipping, shipping materials and delivering equipment to, from, or between any City offices located within Colorado.
- h) In the case of a rental program, in the event that any of the equipment or software provided under the contract fails to function properly, or is lost, stolen or damaged, the Proposer(s), at no additional cost to the City, shall deliver a replacement component or components to the designated City office within 48-72 hours of notification by City, if requested by the City. The City will notify the vendor when a piece of equipment is lost, stolen or damaged. This determination is at the sole discretion of the City. City and its client departments will make reasonable efforts to deter the theft, loss or damage to the Proposer's equipment. The City is not responsible for the cost of lost, stolen or damaged equipment.

- i) Upon request from the City, when the City activates equipment that has been in shelf stock, the Proposer shall deliver to the designated district office a replacement component or components within 24 hours of notification by City.
- j) The Proposer shall provide, at no additional cost to the City, all necessary tools and as many needed per officer or district office to install, adjust, and remove the Proposer-provided equipment. City will notify the Proposer on the number needed.
- k) All equipment proposed and provided shall equal or exceed the latest industry standards unless specifically requested by the City. During the life of the contract, and with the prior approval of City, the Proposer shall upgrade equipment as significant improvements become available. These upgrades shall be provided at no extra charge/additional costs to City.
- l) At no additional charge and upon request by the City, the Proposer shall furnish for each system in operation three (3) spare units for every ten (10) units, with a minimum of five (5) units for shelf stock, per location.
- m) The equipment provided shall be Federal Communication's Commission (FCC) currently registered and approved.
- n) The contractor shall provide written instructions and all necessary equipment for a trained person to initialize, reset and remove the participant's transmitter as needed.

### **3) ACCESSORIES**

- a) All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, beacons, and other related supplies necessary for proper operation shall be provided by the Proposer at no additional cost to the City, throughout the term of the contract. Install and deactivation tools/equipment shall be provided to the City at no additional cost throughout the term of the contract.

### **4) PROPOSER REPRESENTATIVE**

- a) The Proposer shall provide City a minimum of a single account representative who will serve as a liaison for all aspects of contract performance. All aspects shall include but not be limited to, reporting, equipment inventory, training, contract transition and the install program. The representative shall be familiar with the City's policies, goals and services. The representative shall be knowledgeable in the area of Community Corrections, i.e. parole, probation, pretrial, in-home detention, work release, etc. The representative shall be proficient in, and have a working knowledge of all functional areas and services. City would prefer a team approach, consisting of an account representative, inventory management representative and a training representative. City shall not provide any office space or storage space.

### **5) OFFENDER MONITORING SYSTEM OPERATION**

- a) The monitoring equipment shall function reliably despite the nearby operation of household electrical equipment or the existence of nearby strong, but not uncommon, electrical fields generated by such sources as power transmission lines, power transformers and commercial radio towers. If a device is worn by the offender, or if a receiver is installed in the offender's home, it shall function reliably in any building and offer a continuous signal and shall work with any type of phone line.
- b) The removal of strap by a deliberate action, accidental action or any action that otherwise compromises the integrity of the strap shall immediately generate an alarm that is immediately transmitted to the Proposer's Monitoring Center. The strap shall have a dual tamper capability. The transmitter shall notify the receiver of any tampering.

- c) The System shall escalate the violation notifications to designated supervisory personnel as specified by City.
- d) Equipment shall initiate the sending and receiving of signals through standard telephone lines across the City and County at no cost to the City or offender. Proposer shall ensure that the system allows communication only with authorized receiver/transmitter devices.

## **6) CENTRAL COMPUTER MONITORING SYSTEM**

The Proposer's central monitoring service center shall include a central computer system, compatible software and all the needed equipment that is capable of complete supervision of the electronic monitoring program with complete redundancy as defined below. This includes receiving and initiating communications to/from the participant's home and to communicate with both the participant and his home monitoring equipment. The system redundancy shall meet the following requirements:

- a) The central computer system with all associated equipment and services shall be located in a secure, environmentally controlled access facility and provide 24 hour, seven day per week monitoring.
- b) The central computer system shall have the ability to perform monitoring with an unlimited number of different curfew periods per day and on a customized schedule for each participant.
- c) The central computer system shall be capable of retaining personal information for each participant. The Proposer shall also provide a means to enter, modify or delete any of this information by the system operators as requested by designated City officials or staff.
- d) The computer system shall be able to process changes, report printing and other functions without disrupting the monitoring process. It shall have an interconnect capability for all equipment for remote printing to the City central communications unit as required.
- e) The contractor shall provide an uninterruptable power supply (UPS) for an instantaneous backup power source to prevent the loss of information and data in event of short-term commercial power losses.
- f) The contractor shall provide for an automatic backup of data on magnetic media for any commercial power loss. This backup procedure shall also be performed at least on a daily basis to prevent data loss due to a system failure and be retained for at least one (1) year.
- g) The contractor shall provide a complete identical backup computer system redundancy in the event of a system malfunction, which cannot be corrected within a reasonable period of time. Specify complete addresses of both primary and redundant systems.
- h) The contractor shall have the ability to provide access to the central computer system by remote PC computer terminals. Access by City shall be made by the Proposer's toll free telephone lines and/or optional alternate communications service.
- i) The contractor shall provide a redundancy for its telephone carrier and be capable of immediately switching to an alternate in the event that the primary service is interrupted.

## **7) CENTRAL COMPUTER MONITORING SYSTEM SOFTWARE**

- a) The central computer at the contractor's central monitoring service center shall include a compatible software program with the capability to report on the entire electronic monitoring program. The software program shall be user friendly.

- b) The electronic monitoring software shall be accessible via remote terminal at the City through dedicated line or internet access.

## **8) REPORTING**

- a) The Proposer's system shall provide standardized reports for all functional areas covered by the Proposer's contract. In addition, report parameters are subject to change by City during contract performance, and other reports shall be required as requested by City.
- b) When "real-time" information is not available, or data-analysis and review is needed by the Contractor, the monitoring service center shall provide the designated personnel with daily reports about all monitored activities. This report, summarizing all participants' adherence to established protocol, will be faxed or accessible via remote terminal at the designated City Area Offices through dedicated line or internet access (as determined by City) by 4 am every day.
- c) The monitoring service center shall have available daily reports of cases added and removed during the preceding business day.
- d) The monitoring service center shall have available an alert device and arrangement to notify the City of offender's unauthorized absences/late arrivals plus equipment malfunctions immediately from the initial occurrence, through dedicated line or internet access (as determined by City), to the City.
- e) Alerts for tampers, zone violations or curfew violations shall be transmitted in "real-time" to the designated staff by different means (as determined by City). The method of notification will be determined by the City for each participant, caseload, or agency. Participants shall also be notified of alerts, at the discretion of the designated staff.
- f) If requested, in response to reports of monitoring violations by program participants, the contractor shall prepare a written assessment based upon information received through the contractor's confirmation procedure and provide it immediately to the City.
- g) The contractor's management information system shall be capable of generating standard reports. The contractor shall be required to provide custom reports and statistical analysis. Standard reports include number of clients, number of incidents (equipment reports, violations, equipment malfunctions, etc.), client histories, curfew schedule, and assigned City staff. Examples of custom reports that shall be required are number of days a client is monitored, etc. Proposer's shall include examples of all reports that they are capable of generating as part of their proposed package. City shall be notified 24-hours in advance of any anticipated interruption in service.

## **9) INVENTORY MANAGEMENT**

- a) The system shall have the capability of tracking units and equipment that have been returned to the Proposer due to malfunction, and provide reports concerning problems found.
- b) The Proposer's system shall provide a report of accurate inventory of all equipment and accessories charged to the City. The inventory database shall include item name, serial number, offender name (or "shelf stock" if not in use) and total items on inventory. This system shall have the capability to track inventory by Department.
- c) The Proposer shall provide a dedicated representative to perform the following:
  - i) Update the inventory database on initial installation of monitoring equipment
  - ii) Update the inventory database for shelf stock at the time of initial installation of monitoring equipment

- iii) The proposing Vendor shall reconcile inventory by department on a monthly basis no later than the seventh (7<sup>th</sup>) of each month. The City reserves the right to change the number of reconciliations per year and requirement date
- d) The awarded Vendor shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within two (2) business days

## **10) MAINTENANCE AND SUPPORT**

- a) The Proposer shall utilize a dedicated support team to provide maintenance and support on a 24 x 7 basis.
- b) The Proposer shall provide a toll-free number for maintenance and support.
- c) In the event any component of the Proposer's service becomes inoperable, the Proposer shall immediately notify the City Contract Manager or designee by telephone, but no later than thirty minutes after the discovery of the service failure.
- d) Proposer's proposal shall contain all tiers offered and shall identify the response time by tier (identify response by telephone or email.) The Proposer shall adhere to the response times contained in its accepted proposal.
- e) The Proposer shall fully describe its proposed 24 x 7 maintenance and support for this contract. The Proposer shall clearly identify City's role in all aspects of maintenance and support. The Proposer's proposal shall include, but is not limited to, the following list of items.

## **11) CONTRACT TRANSITION**

- a) Proposer shall provide a dedicated contract transition person who will be responsible for making the transition from the system under the current contract to the new system as defined in the implementation plan. This transition shall include:
  - b) Coordination with the existing Proposer on the date and time of the change over to the new system.
  - c) Initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition.
  - d) Proposer shall provide resume(s) for the personnel proposed for the contract transition with their proposal.
  - e) Proposer shall provide a transition plan for all field equipment with their proposal.
  - f) Proposer is required to demonstrate that their consultant(s) or employee(s) shall have the skills necessary to meet the objectives of this project by listing skills, industry certifications, general educational background, and knowledge set based on prior experience.

## **12) PROJECT MANAGEMENT FOR TRANSITION**

- a) The Proposer shall align their project management approach with the project's inherent complexity so the desired results can be achieved. The Proposer shall provide project management in accordance with its accepted proposal. Project management controls shall be proposed that are consistent with minimizing the project's risks and inefficiencies which would negatively impact the RFP's objectives. Management of scope, time, and risk are critical to effectively achieving the expected outcomes of cost, schedule, deliverables, and quality. Both City and the Proposer shall be responsible for working in a cooperative manner to meet the targeted timelines defined in the implementation plan. City and the Proposer shall mutually agree upon any changes to the schedule. City reserves the right to conduct any test/inspection it shall deem advisable to ensure installation/services, as appropriate,

conform to specifications. Any tasks which are the primary responsibility of City shall be clearly defined and identified.

- b) City shall approve the selection and/or replacement of the Proposer's Project Manager. The Proposer shall provide their Project Manager's résumé for City to review, including the qualifications of the proposed Project Manager, and explain why this is a good match. The Proposer's proposed Project Manager shall have a minimum five (5) years of experience in a Project Manager role in implementing similar projects. A Project Management Professional (PMP), as defined by the Project Management Institute or equivalent organization, is preferred. City is responsible for assigning the City Project Manager.

### **13) LITIGATION – RELATED TESTIMONY**

- a) If requested as a part of litigation, the Proposer shall be required to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The Proposer shall make available qualified personnel to provide expert testimony as requested or subpoenaed.
- b) The Proposer shall ensure that its personnel responds timely and/or appears as stipulated in the request and/or subpoenas.
- c) The Proposer shall supply in format and number requested by City a record of offender movements during specified time frames for investigative or judicial purposes. The format shall include, but not be limited to, CD's, screen shots, supporting narrative, etc.
- d) All costs for Litigation Related Testimony shall be included in the prices offered; however, reimbursement can be sought through individual jurisdictions when available

### **14) ADVERTISING/PROMOTIONS**

- a) The Proposer shall not issue news releases, advertisements or news articles, or any other information of any kind related to its contract with the City, including but not limited to statistical data, offender information or programs, without prior written approval from the City.

### **15) PROVISION OF DATABASE AT CONTRACT END**

- a) If requested by the City, upon the expiration date of the Contract resulting from this RFP (or termination by any other method), the Proposer shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Proposer shall provide a read-only licenses for the City's use for a period of seven years. If any data stored is in a proprietary format, Proposer shall provide a means for translating it to a standard in the public domain.

## **D.3 PRODUCT SPECIFICATIONS:**

### **1) ACTIVE, PASSIVE AND/OR HYBRID GLOBAL POSITIONING SATELLITE TRACKING (GPS) CATEGORY**

- a) Device shall be waterproof to at least 15 feet, durable, shock-resistant, washable and shall comply with FCC regulations.
- b) The unit shall have tamper detection utilizing electronic and/or fiber optic mechanisms. Once the unit detects a strap tamper violation, it shall send a unique tamper signal to the central host system to alert staff of a violation.
- c) Device straps should be replaceable in the field and require minimal training for City staff.

- d) The unit shall include motion detection.
- e) City staff shall be able to communicate with the offender through a minimum of one way communication. The contractor's software shall provide City staff the ability to send messages on command.
- f) The unit shall provide a feature for the offender to acknowledge the one way communication.
- g) The unit shall be configurable to collect location data in Active, Hybrid, and Passive modes without making any adjustments to the unit hardware.
- h) The unit shall be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.
- i) The transmitter shall emit a signal at a frequency which is not commercially interruptible at least once every 30 seconds.
- j) The unit shall have batteries which are easily charged by offender or shall plug into standard residential power sources. Charging system shall be lightweight and accommodate 110V power supplies. Charging system shall include indication whether the GPS tracking unit is charging or has a full charge. Charging system shall allow for a secure connection to the bracelet without undue risk to the offender.
- k) The unit shall not unduly restrict the offender's day to day activities.
- l) At a minimum, the unit shall detect, record, and alert City staff for the following events: low battery, battery charging, lost GPS coverage, zone violation, curfew violation, communication loss, and equipment tamper.
- m) Transmitter straps shall be adjustable to fit any size offender. Straps of multiple sizes are encouraged.

## 2) RADIO FREQUENCY/RF CATEGORY

- a) **Transmitter** - The Proposer shall propose a transmitter, which shall be comfortably worn on the ankle or wrist of the participant and shall meet the following requirements:
  - i) The device shall be small, lightweight and not pose a health hazard nor unduly restrict the activities of the participant; and of a size to be worn under normal slacks.
  - ii) The device shall be capable of being securely attached to the participant's ankle or wrist and report any and all efforts to tamper with or remove the device.
  - iii) Transmitter straps shall be adjustable to fit any size offender. Straps of multiple sizes are encouraged.
  - iv) The device shall be shock resistant, water and moisture proof up to at least 15 feet, and function reliably under normal atmosphere and human environment conditions. Device shall also conform to all FCC regulations.
  - v) The device shall contain a radio transmitter whose coded radio signal shall be unique to the individual to whom it is attached so as to enable positive confirmation of the presence/absence of the participant within an adjustable range of a minimum of 50 feet of the receiver.
  - vi) The transmitter shall emit a coded radio signal at least once every minute on a continuous basis during the operating life of the battery.



- vii) The transmitter shall be battery powered and designed for a minimum continuous operating battery life of a minimum of approximately six months.
- b) **Receiver** - The Proposer shall propose a receiver to be located in the participant's home (conforming to FCC standards and regulations), which shall continuously monitor the participant's transmitter and meets the following requirements:
- i) The receiver shall be powered by 110-volt A.C. power with internal auto-recharging battery capable of supplying back up power for a period of more than 24 hours. The electrical wire connecting to A.C. power shall be UL approved, and of sufficient length to adequately connect to the household AC power.
  - ii) The receiver shall be capable of full communications to the Proposer's central computer system by connection to the participant's telephone company wall outlet using a standard RJ-11-C modular telephone connector.
  - iii) The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver, to report events and alerts to the contractor's central monitoring computer.
  - iv) The participant's receiver shall accept and process radio signals only from the unique signal of that same participant's transmitter.
  - v) The receiver shall detect attempts to simulate or duplicate the participant's transmitter radio signal by a foreign device and immediately report detection of such an occurrence to the central computer.
  - vi) The receiver shall contain an internal clock and sufficient memory to continue and store with a time stamp of all events and activities per day that shall occur for at least the next 5 days, in the event the communications link with the Proposer's central computer system is disrupted. The receiver shall be capable of operating without AC power for a minimum 24 hours and events can be stored for up to a minimum of 10 days.
  - vii) The receiver shall detect, and store with time stamp the following events, at a minimum, and promptly communicate them to the central computer:
    - (1) Arrival of transmitter within the range of the receiver;
    - (2) Departure of transmitter out of range of the receiver after a preset programmable time interval;
    - (3) Tampering and/or removal of the transmitter from the participant;
    - (4) An attempt to simulate or duplicate the radio signal by a device other than participant's own transmitter;
    - (5) Loss and/or restoration of the home's commercial power;
    - (6) Loss and/or restoration of the communication service (the disconnection event shall be sent as soon as the communications service is restored);
    - (7) Low battery condition of transmitter and/or receiver;
    - (8) Tampering of receiver.
    - (9) Motion detection cellular devices



viii) The receiver shall be capable of seizing a telephone line when not in use. It shall not seize a line in use, but instead shall deliver a courtesy signal as a yield warning to any person using the line. It shall then seize the line after the person hangs up.

ix) The receiver shall not pose a health or safety hazard to the participant or other family members and shall function reliably under normal household environmental and atmospheric conditions.

x) Electrical surge protectors shall be built-in or provided for connecting power and communication lines.

xi) The receiver shall be capable of being installed and made operational by an officer or offender following the written instructions provided by the contractor/officer.

### **3) VIDEO AND/OR VOICE TRACKING/VERIFICATION AND MESSAGE REPORTING SYSTEM CATEGORY**

#### **a) Base Requirements**

i) The system shall work by comparing an offender's voice during a verification call to a "voiceprint," or digitized representation of the offender's voice obtained during enrollment.

ii) The system shall allow total voice enrollment, including voiceprint, in less than five minutes.

iii) The system shall have the ability to identify the offender's presence at prescribed locations.

iv) City staff shall be able to listen to recordings of voice verification calls over the Internet.

v) The system shall have the ability to place outbound calls and receive inbound calls.

vi) Call schedules and alert notification options shall be customizable on a case-by-case basis.

vii) The system shall have the ability to individually set the number of acceptable failures before an alert is generated.

viii) The system shall have such hardware and software security features as necessary to be tamper resistant.

ix) If the system requires City to manage outbound calling schedules, it shall allow access only by authorized personnel with remote access via the Internet and/or via toll-free dial-in.

x) If the system makes outbound calls to offender locations, the system shall be able to set the range of minutes between retry calls (after busy signal or no answer) and the maximum number of attempts to verify within a verification call.

xi) The system shall be able to allow City staff to view and print summary and analytical reports as needed to alert supervising Officers and/or City staff.

xii) The system shall be able to record and print the name of the offender and the date and time of the violation.

xiii) The system shall demonstrate a high degree of accuracy. The method of validation and percentage of accuracy shall be explained and quantified.

- b) Message/Day Reporting System** – The Proposer’s system shall meet the following requirements:
- i) Shall have call in for questions/responses.
  - ii) Shall have call in format flexibility to include multiple question format based on City needs.
  - iii) Shall have the ability to call in from predetermined/designated locations.
  - iv) Shall have the ability to notify City personnel of any change or violation through email, pager or text messaging.
  - v) Shall allow instant audible voice verification replay sessions via the internet.

#### **4) ALCOHOL MONITORING**

For all equipment types, the Proposer’s system shall meet the following requirements:

- a) Shall identify the offender’s presence at certain prescribed locations.
- b) Handheld devices shall work by comparing an offender’s voice to a voiceprint, digitized representation of the offender’s voice and/or facial recognition.
- c) Shall allow placement of outbound calls and/or receiving of inbound calls.
- d) Shall have call schedules and alert notification options that are variable by offender case.
- e) Shall individually set the number of acceptable failures before an alert is generated.
- f) Shall allow alert notifications through email or text messaging.
- g) Shall have such hardware and software security features as necessary to be tamper resistant.
- h) Shall allow online access to offender compliance history.
- i) Shall individually set the range of minutes between retry calls after busy signal or a no answer and the maximum number of attempts to verify within a verification call.
- j) Shall allow an officer or other designee to view and print summary reports as needed.
- k) Shall allow recording and printing the name of offenders and date and time of violation.
- l) Shall demonstrate high degree of accuracy. Method of validation and percentage of accuracy shall be explained and quantified as part of the technical proposal.
- m) The unit shall measure Breath Alcohol Content (BrAC) by using a detection technology.
- n) The unit shall measure BrAC by collecting deep lung samples.
- o) As the concentration of alcohol in a deep lung sample is directly proportionate to alcohol concentration in the blood, the unit shall be capable of measuring Blood Alcohol Content (BAC) from 0.010 at a minimum.
- p) The unit shall have a battery-operated backup.

- q) The battery shall power the unit for a minimum of 12 hours and retain an ability to continue prescheduled tests.
- r) The unit shall use a secure process that prevents enrollment except by authorized individuals.
- s) The unit will be capable of storing messages in a nonvolatile memory in the event of phone loss.
- t) The unit will be able to continue to administer breath tests in the absence of phone service.
- u) The contractor's central monitoring computer system will be capable of determining whether the offender took the test and then generate alerts based on the test results.
- v) The unit shall measure the presence of alcohol only. The Device shall not respond to natural gas or acetone.
- w) The unit will use verification to correctly identify the offender.
- x) The unit will allow tests to be administered in a variety of methods:
  - i) Random, computer generated as specified by the City. Allowing for an unlimited number of test periods and tests.
  - ii) At City designated locations or in the offender's home by authorized City staff. After the test, within 30 seconds the BrAC level should be displayed on the City operated hand held device.
  - iii) "On-demand" by the City.
- y) The unit will utilize mechanisms that detect attempts by the offender to defeat the unit by supplying a breath sample other than their own. The "erroneous" sample might be from a mechanical apparatus or accomplice.
- z) The unit will have tamper technology that is accurate and non-intrusive.
- aa) The contractor shall have monitoring software that is accessible through the internet and shall provide a description of its capabilities.

## **5) TRANSDERMAL SPECIFIC REQUIREMENTS**

- a) The unit will include tamper detection features including phone, case, and power alerts to ensure accuracy of the data generated by the unit.
- b) The unit will not require offenders to push buttons, or otherwise interact with the unit, in order for the testing process to begin or results of the test to be reported.
- c) The System shall provide 24-hour monitoring of alcohol concentration through the skin.
- d) The unit shall be attached to the detainee's ankle using secure straps and alarms that detect any attempt to tamper with the device.
- e) External power and phone cords for the unit shall be field replaceable.
- f) The unit will be compatible with the contractor's Radio Frequency monitoring solution. The unit will also have the capability to be used as a stand-alone solution.

- g) The transmitter shall automatically measure and record the offender's transdermal alcohol level on a regular basis, regardless of the offender's location.
- h) The transmitter shall take an alcohol sample a minimum of once every 30 minutes or as determined by City.
- i) The unit shall connect to the telephone network with a standard RJ11-C jack or through cellular communication. A telephone cord and modular plug shall be provided with the unit at no additional cost to the City. The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver, to report events and alerts to the contractor's central monitoring computer.
- j) The transmitter shall comply with FCC regulations and be highly durable, shock-resistant, and water resistant to allow for activities such as bathing.
- k) When a low-battery event occurs, the system shall generate a low-battery alert that gives City staff at least five days to replace the battery before it becomes exhausted.
- l) The transmitter straps and battery shall be replaceable in the field and require minimal training for City staff.
- m) The transmitter shall be able to distinguish between ingested alcohol and environmental alcohol.
- n) The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup detection, motion detection and strap tamper detection.
- o) At a minimum, the transmitter shall detect, record, and alert City staff for the following: low battery, unit shall be returned for recalibration, alcohol event, equipment tamper, and curfew violation (if paired with an optional receiver).
- p) The transmitter shall be able to pair to a receiver to report monitoring data to the contractor's central monitoring computer system.
- q) The transmitter shall emit a signal to the receiver at least once every 30 seconds continually, during the operating life of the transmitter's battery.
- r) RF signals from the transmitter to the receiver should have a range of up to 150 feet.
- s) RF signals from the transmitter to the receiver should be on a noncommercial frequency.
- t) Proposer shall allow the unit to be paired with Radio Frequency (RF) as determined needed by the City. The RF service shall be available in land line and cell variants.

## **6) SUPPLEMENTAL SUPPORT SERVICES**

The agency requires administrative, technical, and data management services. Based out of the offeror's 24x7 monitoring center, the agency requires bi-lingual services aimed at helping officers keep clients accountable. The goal of these services is to relieve officers of clerical and administrative tasks to allow agency personnel to maximize time spent with clients.

All data that is generated, modified, or updated through these supplemental support services must be accessible via phone, email, or tablet.

- a) Automated Check-In
  - i) The offeror must provide an automated self reporting solution that requires clients to call into an Interactive Voice Response (IVR) system.
  - ii) Clients must be able to call the system as required to provide daily, weekly, or monthly check-ins.
  - iii) The system must be able to verify information for each caller through a series of questions (e.g. “have you had any changes in employment?”).
  - iv) If there are changes or exceptions to the expected responses, the client must be routed to a live member of the offeror’s monitoring center. Offeror staff must update information in the system in real time.
  - v) The system must provide automated notifications and reminders to clients.
  - vi) The system must have the capability for officers and clients to leave and receive messages from one another.
  - vii) The system must provide real-time officer notifications for any noncompliant activity.
  - viii) The agency must be able to customize the questions asked by the IVR system.
  
- b) Documenting Officer Contact with Clients
  - i) The offeror must provide data entry service for officers to record case notes while in the field.
  - ii) The offeror must provide highly trained staff to transcribe officer notes based on interactions with clients. These services must be provided on a 24x7 basis.
  - iii) All documentation of case notes must be date and time stamped within the software. These notes should be easily reviewed by authorized staff.
  
- c) Alert Management Activities
  - i) The offeror’s monitoring center must accept client calls to verify that clients are adhering to agency-mandated schedules.
  - ii) Clients will call the offeror’s monitoring center to verify, schedule, or amend appointments for job interviews, work, school, or doctor visits.
  - iii) The system must enable officers approve or deny requests by phone or via offeror software.
  - iv) The offeror’s monitoring center must conduct initial outbound calls on all EM alerts, placed by persons physically present in the monitoring center. This must occur prior to dispatching alert information to the officer.
  - v) These initial calls should troubleshoot equipment issues or to locate a missing monitored individual.
  - vi) If unsuccessful, the alert must be escalated to the supervising officer for additional action in real time.
  
- d) Processing Warrants
  - i) The offeror must provide warrant processing services to expand the agency’s after-hour coverage.
  - ii) When a client misses a scheduled check-in or is considered absconded, the offeror must accept calls from officers to process a warrant for the client’s arrest.
  - iii) The offeror must process fingerprint and name matches in the National Crime Information Center (NCIC) database.
  
- e) Fee Processing
  - i) The offeror must provide fee management services that include client fee collection and processing, for both court-ordered or supervision fees, either electronically or manually.
  - ii) The system must have the ability to configure fee reminders for each individual through an automated notification system.
  - iii) The system must utilize a notification system that alerts clients when payments are due or late.
  - iv) Clients should have the option to pay fees via remittance envelopes or credit card through the offeror’s 24-hour monitoring center.

## 7) SMARTPHONE APPLICATION

The offeror must provide a client-facing smartphone application that provides supervision tools for agency personnel and client tools for accessing community resources.

### a) Application Features

- i) The mobile application must be highly secure and use password protection and other security features.
- ii) The application must provide a mobile reporting platform to help increase client accountability while in the community.
- iii) The mobile application must be customizable based on agency preferences and client risks and needs.
- iv) The data generated, collected, and reported via the mobile application must be accessible within the offeror's electronic monitoring software.
- v) The mobile application must be available in both English and Spanish.

### b) Supervision Tools

#### i) Check-In

- (1) The mobile application must biometrically verify client identity and location through fixed or randomly scheduled check-ins.
- (2) The mobile application should offer multiple options for biometrically identifying clients, including facial and voice biometric technology.
- (3) Agency personnel must be able to confirm that clients are compliant with location and curfew through the mobile application.
- (4) The mobile application must collect a GPS point during client check-in to confirm the location of the client.
- (5) The mobile application must be able to process the GPS point collected during a client check-in against the address of a required location at a specific time.

#### ii) Self Report

- (1) The mobile application must provide a means for clients to report significant life events (such as address changes, employment updates, program violations, arrests, and contact with law enforcement).
- (2) The mobile application must complete a biometric check-in, complete with GPS point collection, upon completion of the self-report activity.
- (3) The mobile application must allow agencies to create their own questions to be asked to a client.

#### iii) Calendar

- (1) The application must allow officers to create calendar events of upcoming appointments, such as court dates, officer meetings, and counseling sessions.
- (2) The mobile application must automatically send the client reminders of scheduled events.
- (3) The calendar and appointment reminder features must be flexible and easily customized by the officer.
- (4) The mobile application must provide officers with the option to link biometric check-ins to calendar events to verify attendance at required activities.
- (5) The mobile application must provide officers with the option to require that a client acknowledge an upcoming appointment on their calendar.

#### iv) Messaging

- (1) The application must contain a messaging feature that allows two-way communication between officers and clients.

- (2) All messages must contain a date and time stamp associated with each communication. The content of the messages and associated time and date stamp must be easily retrieved and reviewed within the offeror's electronic monitoring software.
- (3) All messages must contain delivery and read receipt information.

v) Documentation

- (1) The mobile application must allow clients to upload documents, such as employment and court information, into the offeror's electronic monitoring software. These documents must be captured as photographs that can be easily reviewed by agency staff.

c) Client Tools

- i) The mobile application should list agency-approved service providers for housing, medical, employment, and other essential services.
- ii) Listed resources within the application should contain contact information of service providers.
- iii) Clients must be able to directly call service providers from within the mobile application.
- iv) The mobile application must include access to an offeror's dedicated 24/7/365 call center.
- v) Clients must be able to retrieve and review conditions of supervision at any time from within the mobile application.

## 8) DATA ANALYTICS SOFTWARE

- a) Offerors must provide advanced data analytics software that is fully integrated with proposed electronic monitoring software. This analytical analysis feature should be designed to evaluate trends in client behavior and calculate potential risk.
- b) The offeror must provide analysis tools that promote officer work efficiency by providing agency supervisors and leadership with performance metrics. The analysis should provide key metrics correlated with officer productivity based on alert actions.
  - i) Analyzing Alert Actions
    - (1) The agency requires analysis that supports supervisors with monitoring officer efficiencies in managing and responding to alerts.
    - (2) The offeror's software must provide consolidated alert closure information, including: the number of alerts by officer within a specific period; categories of alerts and associated resolution times; and average time of alert resolution.
    - (3) The offeror's software must provide a graphical display that details outliers of alert trends.
    - (4) The offeror's software must be capable of providing consolidated alert closure information that includes: the number of alerts closed by type; the average alert closure time; and an analysis of the five most frequently generated alerts.
- c) The offeror must provide analysis tools that support officer efficiencies in managing electronic monitoring data and large caseloads. The software should analyze historical and recent data to provide officers with information about client risk patterns, identify high-risk clients, and prioritize alert management.
- d) The software should display the results of client data analysis in a visual format. This visual representation should enable officers to manage higher risk clients at-a-glance.
- e) The software should display a list of clients by officer caseload that are ranked by priority of risk level.



- i) Comparing and Analyzing Alerts
  - (1) The software should display monitored clients for a specific officer and be able to categorize alert information based on established time periods.
  - (2) The software should easily identify clients that generate a high number of alerts.
- ii) Analyzing Frequently Visited Locations
  - (1) The offeror's software should provide information on the areas and timeframes that clients frequently visit or "stop." This information is critical to determining potential hotspots of undesired activity.
  - (2) The offeror's software should automatically aggregate data to provide trends in offender behavior and determine high risk locations.
- iii) Analyzing Areas of Interest
  - (1) The offeror's software should provide the ability for officers to search for clients that were in proximity of a specific address at a certain time. This feature is critical to assisting officers with determining which clients were in close proximity to a crime scene, victim, or exclusion zone.
  - (2) The offeror's software should display all monitored clients that were in a certain area at a predetermined time on a map.
- iv) Creating Zones Based on Risk Data
  - (1) The offeror's software should contain addresses of locations that are considered high-risk. This information should be updated at least quarterly.
  - (2) The offeror's software should leverage these known risk locations to increase efficiency with exclusion zone creation.
- v) Identifying Absconder Behavior
  - (1) The offeror's software must generate a historical report that details areas where clients frequently stop for a specified timeframe. The offeror's software must analyze this historical information to identify where the client frequently visits—enabling officers to prioritize enforcement activities when clients have absconded.
  - (2) The analysis should detail the locations of family, friends, employers, and other locations and the amount of time spent at each location.

## 9) ONLINE MONITORING SOFTWARE

Software should be provided as one interface from which to manage an entire caseload, and support all products within this solicitation, to include all variations of radio frequency, GPS, and alcohol monitoring equipment. Software should be available 24x7x365 from any web-enabled computer, smartphone, or tablet. Software, and the associated server/hardware system should be geographically redundant, and both the primary and backup servers located within the United States of America.

### a) Accessibility

- i) Offeror should provide software that can be accessed 24/7/365 from any device.
- ii) Offeror should not use third-party software or make plug-ins required.
- iii) Offeror should be required to have software web interface on one platform, be user friendly and easy to use.

### b) Reporting

- i) Offeror should be able to enroll and inactivate clients from software in an efficient manner, with ease.
- ii) Agency should require software that can view and process alerts, view, enter and modify data including zones, schedules, and client demographics, enter violation procedures, customize violation notifications and pair alerts.
- iii) Agency should require software that is capable of assigning multiple equipment and application types to a single individual.



- iv) Agency should, at a minimum, require software to have functionality to create Standard and custom reports, have the ability to export to Word, Excel or PDF, and schedule one-time or recurring reports.
  - v) Offeror's software should automatically dispatch a notification of a violation to one or more designated personnel. Notifications shall be sent via phone, fax, email, page, text message, as designated by the agency with options for immediate, business hours, after hours or agency recognized holidays, next day, or next business day notification.
  - vi) The software shall differentiate GPS points when a violation has occurred.
  - vii) Agency should require that software allow officers with GPS caseloads to create circular, rectangular, and polygon shaped zones, that can be easily modified as necessary.
  - viii) Agency should require that the software allow officers to find a GPS client's location in near real time.
  - ix) Offeror's software should have the capability to actively, in near real time, pursue a GPS client as necessary by the Agency.
  - x) Offeror's software should have the capability to modify a device's setup and configurations by individual client, officer caseload, and for the entire agency.
  - xi) Offeror's software should be able to have the ability to send messages on command.
- c) Advanced Mapping Capabilities
- i) Agency should require that software allow officers with GPS caseloads to have access to sophisticated mapping technologies that are integrated with the software.
  - ii) Offeror's should be required to use Google Maps™ mapping service to build zones and review client information from software.
  - iii) Offeror's software should utilize Google Maps in order to can be viewed in 2-D or 3-D and provide road, aerial, and bird's eye views of GPS points.
- d) Agency Level Access
- i) Offeror should incorporate several features that support agency level efficiency.
  - ii) Offeror's software should be required to incorporate inventory management and allow agency to view inventory data across multiple sub agencies and easily transfer equipment between them.
  - iii) Offeror's software should allow agencies to create zones and permissions at the agency level, rather than building them individually for each client.

## C.11 PROPOSER QUESTIONS AND REQUIREMENTS:

Please respond to the following requests for information about your company:

### C.11.1 National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section G.1 of the RFP document.

### C.11.2 Company Overview

1. Provide the total number and location of sales persons employed by your company in the United States.

*Example:*

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
<b>Total: 366</b>		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

6. Provide a list of your company's ten largest public agency customers, including contact information and the services/products provided.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

**C.11.3 Order Processing and Distribution**

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?
3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies. The City and County of Denver will be using ACH payments to the awarded Supplier(s).
5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
6. Describe how your company proposes to distribute the Products and Services nationwide.
7. Identify all other companies that will be involved in processing, handling or shipping the Product and Services to the end user.
8. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
9. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
10. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, Workday, etc.). Please include some details about the resources you have in place to support these integrations.
11. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
  - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.
12. Describe how your company would be able to meet the local staffing plan requirements for other jurisdictions, as stated for the City of Denver in Section C.3 of the main RFP document.

#### **C.11.4 Marketing and Sales**

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

- \$ \_\_\_\_\_ .00 in year one
- \$ \_\_\_\_\_ .00 in year two
- \$ \_\_\_\_\_ .00 in year three

**C.11.5 National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section G.4, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a short bio for each of the below personnel. Each person's bio should be limited to no more than two (2) pages:
  - a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and
  - c. Key executive personnel that will be supporting the program.

#### **C.11.6 Questions Regarding Products, Services and Solutions**

1. Provide a description of the Products and Services to be provided for the major product category(ies) that are being proposed. The primary objective is for each Proposer to provide its complete product, service and solutions offerings so that Participating Public Agencies may utilize a range of these services as appropriate for their needs.
2. Describe any related products, services and solutions provided by your company.
3. Discuss where your company sees this industry going during the next five years and how that might affect the products being offered by your company during that time. How might these innovations help or aid offender monitoring programs.
4. Provide a narrative on your acceptance and understanding of the Scope of Work and Technical Requirements as outlined in Section D of this Request for Proposal. Include how Proposer can provide a proposed solution which meets or exceeds the City's specifications for each of the following:
  - Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS Category).
  - Radio Frequency/RF
  - Video and/or Voice Tracking/Verification
  - Alcohol Monitoring
  - Supplemental Support Services
  - Smartphone Application
  - Data Analytics Software
  - Online Monitoring Software
5. Provide Proposer's specifications and capabilities for the following, including transmitter and home unit specifications, as applicable:
  - One-Piece GPS Tracking System
  - Active GPS Portable Tracking
  - Passive GPS Tracking
  - Radio Frequency Tracking

- Voice Tracking and Voice Verification and Message Reporting System
  - Video and/or Voice Breath Alcohol Monitoring
  - Continuous Alcohol Monitoring
  - Mobile Breath Alcohol Monitoring
  - Supplemental Support Services
  - Smartphone Application
  - Data Analytics Software
  - Online Monitoring Software
6. Architecture. The Proposer shall describe how their architecture aligns with the principles and best practices. The City encourages Web-based solutions that are designed using either a 3/N-tier or Service-Oriented Architecture (SOA) approach. Proposer shall identify any elements of their design that appropriately would not meet these constraints and explain why this is so.
7. The Proposer shall provide a diagram (or diagrams) with corresponding narrative that describes how their proposed technical solution is:
- Adaptable
  - Available
  - Extensible
  - Interoperable
  - Manageable
  - Redundant
  - Resilient
  - Scalable
  - Securable
8. Describe any additional features offered by your company for Participant Monitoring System Operation which are not specified already in the Scope of Work
9. Please describe your company's security protocol, including but not limited to, the following:
- General security
  - Data protection assurance
  - Drug and alcohol policies for Monitoring Center
  - Facility access
  - User access authentication and authorization
  - System software controls
  - Logging and reporting
  - Records retention
  - Audit trail
10. Describe Proposer's proposed 24 x 7 maintenance and support for this contract. Please identify the City's role in all aspects of maintenance and support.
11. Provide a Statement of Work (SOW) for project management deliverables for potential transition. Include a narrative description of the work required to achieve the City's requirements as described

in this RFP. Narrative should include, but not be limited to, the following:

- **Overview:** project background, purpose/objectives, anticipated benefits, software or technology products proposed, business processes impacted, and customers/end users impacted.
  - **Detailed Scope:** requirements, deliverables included in scope, deliverables not included in scope, etc.
  - **Schedule:** all milestones and major project deliverables and the planned completion date for each item.
  
  - **Risk Watch List:** identify, analyze/evaluate, monitor and respond to the project risks as appropriate.
  - **Organization Chart:** include defined roles and staffing plan.
  - **Implementation Strategy and Implementation/Rollout Plan:** explain Proposer's strategies for implementation/rollout.
12. Describe your procedure for managing lost/stolen/damaged equipment. How do you determine when a piece of equipment is lost/stolen/damaged?
  13. Discuss the Proposer's degree of accuracy and how it validates Voice Tracking and Voice Verification. Include its accuracy percentage.
  14. Describe the acceptable operating environment and any limitations imposed on the system due to external electrical or radio fields.
  15. What measures do you have in place to ensure GPS locations are not fabricated through Smartphone Applications?
  16. Describe and provide any product and service warranties which are not already specified in Section C of this RFP.
  17. Describe your policy for testing and re-certifying equipment.
  18. Provide instructions on how participants clean equipment and how the City should clean and sanitize equipment between participants. Provide what the City should look for to determine if equipment should be retired from the program and returned.
  19. Please provide a list and description of all the standard reports available to the City and Participating Public Agencies. Additionally, what are Proposer's capabilities to provide customized reports? What ability do the City and Participating Public Agencies have in creating their own ad hoc reports from the data provided by the equipment?
  20. What is your strategy for refreshing technology at no additional cost as technology improves? Discuss how often such refreshments take place and the expectations of the City and Participating Public Agencies during this process.
  21. Describe the various access/security levels in your computer system? Do you offer read only access?



22. Describe the battery replacement procedures for the technologies offered.
23. Describe the motion detection system used in the bracelets.
24. List charging time frames for all technologies offered.
25. Describe any equipment you can offer for field workers to verify the location of Participants.
26. Please provide a list of cell providers used for the various equipment in Denver.
27. Discuss any ability for crime correlation in the software system you offer?
28. Discuss how your proposed solution utilizes mobile (iPad/Tablet) device access? If so, please describe the application and the security utilized.
29. Detail your proposed solutions ability to accommodate Trunk Lines?
30. Discuss your solutions' ability to cover multiple RF transmitters in group situations, such as, jails, motels, treatment facilities, shelters, dorms, etc.? Does this unit have a cell capability? Please detail this capability and include any limitations or benefits that have been identified using the cell phone option.
31. Does the system offer the ability to set and dispatch reminder calls? If so, please describe the types of calls offered and the entry requirements. Detail how this proposed solution has been used successfully.
32. Does the online system proposed offer the ability to track payment information and case files on an individual participant basis?
33. Does the online system provide for payment processing services such as credit card processing? Is it PCI compliant? Please discuss the process and the security incorporated in it? Also the City may just want the ability to use the system as a payment tracking system – discuss this usability and the benefits/liabilities involved in it.
34. Please describe the Lease/Rental/Ownership relationships proposed in the service plans being offered. Detail the benefits/liabilities of each plan for the consideration of the City and other Participating Public Agencies.
35. Describe any mapping functions available on Proposer's proposed equipment solution. How accurate or detailed is this function? Also detail how this function may be incorporated in the reporting being proposed.
36. Describe in detail the proposed monitoring software as it relates to the capabilities for Breath Alcohol Monitoring.
37. Describe the process for validating an alcohol event.

38. Describe the process for determining a tamper with the equipment.
39. Describe the BAC range offered in the alcohol monitoring equipment. Detail how this range may be enhanced or any barriers that may affect this equipment's operation. Include in that description how this is reported to the end user.
40. What is the standard trans-dermal testing interval that is optimal for the proposed equipment? How does that change when alcohol is detected? Discuss the warnings that are generated and reports that may also be generated.
41. Are the receivers for the trans-dermal alcohol monitoring available in phone line and cell varieties? Please detail the availability of the receivers and how they function with either or both options listed.
42. In addition to the GPS System Specifications listed, describe your solution to this requirement and any additional components your product offers as they relate to the GPS requirement.
43. Describe the communication options your solution offers.
44. Describe the process for notification for participants of exclusion zones both known and unknown. Detail any levels of notification being offered, their benefits and when they would be set-off.
45. Does the GPS equipment have the ability to switch to Radio Frequency mode in known locations, i.e. residence/place of employment? Please discuss this ability and how it may be used.
46. Describe the GPS service plans offered in detail and how they meet the requirements of this RFP.
47. Discuss how your solution uses batteries, identifying the types of batteries used and when a transmitter battery is low and sends a notification, how long before the battery dies?
48. Explain the parameters that are used in setting up GPS exclusion/inclusion zones. Shapes, sizes, etc.
49. Are there different levels in sounds volumes available on the GPS units? If so, how are those levels set? May these levels be affected remotely, if so how?
50. In the event of GPS blocking and/or jamming, how does the system generate an alert? What parameters are viewed by your solution as being "GPS blocking" or "GPS jamming"?
51. What types of GPS solutions are available in your equipment? Does your proposed solution have any training available for the end user to use? How is this training accessed? Are there any restrictions regarding this training? Is there any training available for the participant to use that discusses the barriers? Is this training available in Spanish or other languages?
52. Does your solution offer a secondary bracelet/device that may be used by a victim? Please detail this option and how it may be used?
53. Describe the phone technologies/companies that the RF units are compatible with. Include

detailing phone technologies/companies that the RF units are not compatible?

54. What is the receiver battery life ? Discuss the batteries used and how they are changed.
55. When a transmitter battery is low and sends a notification, how long before the battery dies?
56. Detail how events are stored on the RF receiver unit while it is operating on battery power? Discuss what is affected by a low battery power.
57. Proposer's training program:
  - Describe Proposer's training program that is included as a part of proposal pricing;
  - Describe any additional training available along with proposed costs.
58. Describe your solution's quality assurance program and any performance assurances it includes. Discuss any certifications (i.e. ISO 9001:2008) that you may hold.
59. Describe your solution's problem escalation process as it relates to the requested product lines of this RFP. Detail the role of the City in this process and the successful proposer.
60. How are the City's complaints measured and categorized? What processes are in place to know that a problem has been resolved?
61. Describe your company's investment in technology and service programs for the present and the future and how Participating Public Agencies may benefit.
62. Describe the capacity of your company to keep the product and service offerings current and ensure that latest products, services, standards and technology for (Participant Monitoring Products, Services and Solutions) as well as any cost savings ideas you may have as they relate to these services and products.
63. Describe how Proposer's pricing structure may be created and the factors that are taken under consideration for such a structure.
64. Describe how a participant's pricing structure could be developed. This pricing structure is to be for the City to consider as it creates the structure for its participants?
65. How do you handle multiple accounts/agencies from the same entity? For example these services may be used by the courts, the police department or human services. Each of these departments is responsible for their budget so the invoice needs to reference that specific entity while going to a centralized AP. What happens when the wrong account is credited for a specific payment?
66. Proposer shall provide with its response illustration(s) and explanations of how the proposed

solution meets the specifications/requirements:

- a) The offender monitoring system provided shall be Web based with server(s) located at the Proposer's site(s). A Web based application via a Terminal Server connection is not an acceptable solution to City.
- b) The Proposer shall create a secure (using Secure Socket Layer SSL) password-protected monitoring database which can be accessed by City at time of contract award. User registration shall be provided online.
- c) The system shall have the capability of differentiating between groups of offenders (i.e., Pretrial, in-home detention, work release, Parole, Probation, Sex Offender and other designated groups) and displaying this information to City. City shall provide offender categories after contract award.
- d) The system shall have the capability of differentiating between priority of EM violations with user adjustable defaults and levels.
- e) The system shall be capable of recording and storing the offenders name and information related to the nature and type of all events/alerts/violations and alarms generated for the offender, including a date and time stamp of the event. (Archive) Suppliers are to describe how their proposed model will be able to meet or exceed this requirement within their final submission.
- f) The system shall have the capability of storing offender alert information in the database (i.e., vicious dog on premises, assault history, weapons history, etc.) and to display a related alert code on the main offender detail screen.
- g) The Proposer's web based system shall have the capacity for City Requirements under this contract, with capacity to expand as the needs of the City change. The Proposer's system shall provide unlimited transactions and access to designated City personnel without degradation of performance, speed or quality.
- h) Proposers shall configure the server software and hardware so that it will immediately hang up and re-set itself in less than five (5) seconds in response to a false call.
- i) The database shall permit **unlimited simultaneous users** without significant degradation of service performance. Agency-designated users shall be able to search and perform sorts by any field, including but not limited to mapping, and to tailor certain monitoring parameters for each offender as necessary.
- j) The system shall allow use of a numeric offender identification number designated by the City. This unique identification number shall be used to identify each offender within the Proposer's system. In addition, the software shall require, at a minimum, the following mandatory fields for initial offender enrollment:
  - Name
  - City Identification number
  - Physical address
  - Serial number of equipment

- Time zone
  - Assigned officer
  - Multiple phone numbers
  - Offender photograph
  - Supervision level
  - Special alerts (such as safety concerns, etc.)
- k) The fields in the database shall be columns and the column headings and types of data to be entered can be, but are not limited to, the following:
- Agency/Department
  - Division
  - District
  - County
  - Case type
  - Number of monitoring system units and types
  - Date of installation/activation/deactivation
  - Cost per unit
  - Total monthly charges
  - Invoice number and date
  - Billing/Account number
- l) The database shall be able to produce reports as required by the City.
- m) The database shall be kept current with updates made each time a service is added, terminated, or changed. Once the database is established, invoices will not be paid unless the service is listed in the database.
- n) The Proposer's system shall allow authorized City staff to make service additions, deletions, and changes online. The Proposer shall keep the database current, making updates no later than the end of the next business day following any service addition/deletion/change by City.
- o) No record in the database shall be deleted earlier than (a) the date that is three (3) years following final payment from the City under the contract; or (b) the date specified by law, whichever is later. The system shall provide that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database. City personnel shall be able to access all stored/archived data in a reasonable time. All current and historical data files shall be retained for a period of seven (7) years by the Proposer. Data shall be in a non-proprietary format.
- p) The Proposer shall maintain an error rate for call failure not to exceed one percent (1%) annually, and upon request by City shall provide data to demonstrate that this requirement is being met.

### **C.11.7 Environmental**

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

### **C.11.8 Financial Statements**

1. Submit your latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period.
3. All financial statements required in this Section C.11.8 shall be submitted as their own, separate files, when final submissions are entered. Suppliers are not to include these with main proposal file.

### **C.11.9 Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

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**SECTION F: SAMPLE CONTRACT**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF GENERAL SERVICES**

Proposal # \_\_\_\_\_

I, on behalf of the proposer identified below, hereby certify that I have read a copy of the sample contract attached to the Proposal and understand the terms and provisions contained in that contract. I further hereby certify that it is the proposer's intent to comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

I understand that the modification stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SAMPLE AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and \_\_\_\_\_, a \_\_\_\_\_, with a principal place of business as \_\_\_\_\_ (“Contractor” and collectively referred to as the “Parties”).

### **WITNESSETH:**

**WHEREAS**, the City desires the Contractor to perform offender monitoring services for various City agencies; and

**WHEREAS**, the Contractor has the present capacity and is experienced and qualified to provide such services.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

### **1. WORK TO BE PERFORMED:**

A. Services: The Contractor shall diligently and professionally, under the general direction of the \_\_\_\_\_ (“City Representative”), perform offender monitoring and related services, all as more particularly described in **Exhibit A**, the **Scope of Work** (“Work”), incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The order of preference shall be that the terms of this Agreement shall control and take precedence over **Exhibit A** and **Exhibit B** (schedule and rates), as hereinafter defined. **Exhibit A** shall control and take precedence over **Exhibit B**. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the City Representative, or other designated City officials and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s work. All



records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

C. Conflict of Interest: The Contractor shall provide the services under this Agreement with the highest ethical standards. In the event that the Contractor determines to provide similar services to other parties not previously disclosed to the City, the Contractor shall first notify the City Representative of the proposed undertaking. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The Contractor shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

2. TERM: The term of the Agreement is from \_\_\_\_\_ until \_\_\_\_\_, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in **Exhibit A** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”). Subject to the City Representative’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. The City may elect, in its sole and absolute discretion, to extend the Term for up to two (2) additional one (1) year periods. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement.

3. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **XXXXXXX (\$00,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

**B. Payments:** Monthly payments shall be made to the Contractor in accordance with the progress of the work as set out in **Exhibit A** and the schedule and rates specified on **Exhibit B**, attached hereto and incorporated herein by this reference. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

**C. Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**D. Amendment:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in **Exhibit A**, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

**4. TERMINATION:**

**A. Termination for Convenience of the City:** The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

**B. Termination for Cause:** The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial

default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the City Representative notifies the Contractor that the Contractor's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

**B. Compensation:** If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

**C. Product Delivery:** If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents the Contractor has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for

by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked “DRAFT-INCOMPLETE”.

**5. RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Contractor, by the Contractor constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City’s action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

**6. INDEPENDENT CONTRACTOR:** It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.x. of the Charter of the City. It is not intended, nor shall it be construed, that the Contractor or the Contractor’s employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor’s employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor’s employees, agents and subcontractors: a) are not entitled to workers’ compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

**7. COMPLIANCE WITH M/WBE REQUIREMENTS:** Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. Under § 28-72 D.R.M.C., a Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of

work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C.

**7. INSURANCE:**

**A. General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a

waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability, Professional Liability and Business Auto Liability, the Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For Commercial General Liability, Business Automobile Liability, and Workers Compensation; the Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors:** All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors and as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

**G. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each claim made, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**I. Technology Errors & Omissions including Cyber Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$250,000 per occurrence and \$250,000 policy aggregate.

**J. Additional Provisions:**

(1) For Commercial General Liability the policy must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

(ii) Defense costs in excess of policy limits;

(iii) A severability of interests, separation of insureds or cross liability provision; and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Contractor's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**8. DEFENSE & INDEMNIFICATION:**

**A.** The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to



indemnify City for any acts or omissions of the Contractor or its sub-Contractors or subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

**B.** The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

**C.** The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**9. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

**10. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this



Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

**11. EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

**12. ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the City Representative. Any assignment or subcontract approved by the City Representative may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the City Representative's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the City Representative may, at the option of said City Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said City Representative.

**A. Approved Subcontract.** With prior written consent of the City Representative, the Contractor may subcontract portions of the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City under section 20-77 of the Denver Revised Municipal Code. A subcontract does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any subcontractor. The acceptance or rejection of a proposed subcontractor shall not create in that subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the Work of any subcontractor. The Contractor shall be responsible for any acts or omissions of its subcontractors, suppliers and personnel. In addition, all Work performed for the Contractor by a subcontractor or

supplier shall be pursuant to an agreement between the Contractor and the subcontractor or supplier which shall contain provisions that:

1. Require the subcontractor or supplier to be bound to the Contractor by the terms of this Agreement;
2. Require all subcontracted Work to be performed in accordance with the requirements of the Agreement, and, that with respect to the Work the subcontractor or supplier performs, that the subcontractor or supplier assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City;
3. Preserve and protect the rights of the City with respect to the Work to be performed so that the subcontracting thereof will not prejudice those rights;
4. Require each of its subcontractors or suppliers to include in their contracts with lower tier subcontractors or suppliers these same requirements; and
5. Require each subcontractor or supplier to make copies of this Agreement available to the subcontractor's or supplier's subcontractors or suppliers. The Contractor shall make available to each proposed subcontractor or supplier, prior to the execution of the subcontract, copies of this Agreement.

**B. Performance and Payment Bond.** If the Contractor subcontracts any of the Work, the Contractor, at the sole discretion of the City, may be required to issue one or more performance or payment bonds in favor of the City

**13. NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**14. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

**15. INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

**16. SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Contractor. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

**18. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By Contractor to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

**19. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City Representative.

**20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

**A. Governing Law:** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**B. Compliance with Law:** The Contractor shall perform or cause to be performed all services and Work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

**C. Venue:** Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge,

promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**22. SMALL BUSINESS ENTERPRISES:** The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205, *et seq.*, D.R.M.C.

**23. PREVAILING WAGES:** Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of the Contractor or the Contractor's subcontractors. A copy of the City's latest update to Prevailing Wage Schedules is attached hereto and incorporated herein as **Exhibit D**.

**24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

**25. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. City Information:** The Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, the Contractor may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Contractor agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not

limited to, any materials or information which is designated or marked “Proprietary” or “Confidential” by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor’s obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor’s employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier

termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor’s Work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

**B. Contractor’s Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor’s proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor’s claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert the Contractor’s claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**26. INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications,



software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

**27. SOFTWARE PIRACY PROHIBITION:** The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.

**28. NO EMPLOYMENT OF ILLEGAL ALIENS.**

**A.** The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the Contractor is liable for any violations as provided in the Certification Statute.

**B.** The Contractor certifies that:

1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department



Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**C.** The Contractor also agrees and represents that:

1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

2) It shall not enter into a contract with a sub-Contractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

5) If it obtains actual knowledge that a sub-Contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-Contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-Contractor or subcontractor if within three days after such notice the sub-Contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-Contractor or subcontractor provides information to establish that the sub-Contractor or subcontractor has not knowingly employed or contracted with an illegal alien.

6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

**D.** The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may

also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**29. LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

**30. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**31. SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**32. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**33. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**34. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**35. CITY EXECUTION OF AGREEMENT:** This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

**36. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

## SECTION G: U.S. COMMUNITIES INFORMATION

### G.1 SUPPLIER QUALIFICATIONS

#### COMMITMENTS

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in the Administration Agreement, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall

assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;

(2) Copy of original procurement solicitation;

(3) Copy of Master Agreement including any amendments;

(4) Summary of Products and Services pricing;

(5) Electronic link to U.S. Communities' online registration page; and

(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.



(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

**G.2 U.S. COMMUNITIES ADMINISTRATION AGREEMENT**

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Section G5) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.**

**G.3 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?

YES\_\_\_\_ NO\_\_\_\_

- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?

YES\_\_\_\_ \*NO\_\_\_\_

(\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)

- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?

YES\_\_\_\_ \*NO\_\_\_\_

(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:

\_\_\_\_ Sales between \$0 and \$25,000,000

\_\_\_\_ Sales between \$25,000,001 and \$50,000,000

\_\_\_\_ Sales between \$50,000,001 and \$100,000,000

\_\_\_\_ Sales greater than \$100,000,001

- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?

YES\_\_\_\_ NO\_\_\_\_

F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?

YES \_\_\_\_ NO \_\_\_\_

G. Will your company commit to the following implementation schedule?

YES \_\_\_\_ NO \_\_\_\_

H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?

YES \_\_\_\_ NO \_\_\_\_

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Submitted by:

---

*(Printed Name)*

---

*(Signature)*


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*(Title)*

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*(Date)*

**G.4 NEW SUPPLIER IMPLEMENTATION CHECKLIST**

 <b>New Supplier Implementation Checklist</b>	<b>Target Completion After Award</b>
<b>1. First Conference Call</b>	<b>One Week</b>
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
<b>2. Executed Legal Documents</b>	<b>One Week</b>
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
<b>3. Program Contact Requirements</b>	<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
<b>4. Second Conference Call</b>	<b>Two Weeks</b>
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
<b>5. Marketing Kick Off Call</b>	<b>Two Weeks</b>
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
<b>6. Initial NAM &amp; Staff Training Meetings</b>	<b>Three Weeks</b>
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
<b>7. Senior Management Meeting</b>	<b>Four Weeks</b>
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
<b>8. Review Top Joint Target Opportunities</b>	<b>Five Weeks</b>
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
<b>9. Web Development</b>	
Initiate E-Commerce Conversation	<b>Two Weeks</b>
Product Upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>	
Program Manager briefing - Coordinate with NAM	<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Three Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Six Weeks</b>
Determine PM & Local Metro teams strategy sessions	<b>Six Weeks</b>
<b>11. Marketing – see marketing deliverables checklist as reviewed with marketing contact</b>	<b>Eight Weeks</b>
<b>12. Agency Webinars</b>	<b>Post Launch</b>

## **G.5 ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

### **RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

## **ARTICLE I**

### **GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made

with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

## **ARTICLE II**

### **TERM OF AGREEMENT**

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.



(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection

with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and

legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

#### **ARTICLE IV**

##### **PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

#### **ARTICLE V**

##### **FEES & REPORTING**

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name



- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## **ARTICLE VI**

### **MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly

established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:                      U.S. Communities  
9711 Washingtonian Blvd. Suite 100  
Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: Kevin Juhring

Title: President

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

**EXHIBIT B**

**SALES REPORT FORMAT**

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Yes	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

## **G.6 MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

### RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services

5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or



Participating Public Agency Registration, as applicable.

## G.7 STATE NOTICE ADDENDUM

**Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:**

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**All 50 states in the United States of America:**

	Hawaii	Minnesota
	Idaho	Mississippi
Alabama	Illinois	Missouri
Alaska	Indiana	Montana
Arizona	Iowa	Nebraska
Arkansas	Kansas	Nevada
California	Kentucky	New Hampshire
Colorado	Louisiana	New Jersey
Connecticut	Maine	New Mexico
Delaware	Maryland	New York
Florida	Massachusetts	North Carolina
Georgia	Michigan	North Dakota

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Ohio	South Dakota	Washington
Oklahoma	Tennessee	West Virginia
Oregon	Texas	Wisconsin
Pennsylvania	Utah	Wyoming
Rhode Island	Vermont	
South Carolina	Virginia	

<b>Agency Name</b>	<b>State</b>		
		Ewa Makai Middle School	HI
Malama Honua Public Charter School	HI	Variety School of Hawaii	HI
ST JOHN THE BAPTIST	HI	Our Savior Lutheran School	HI
Waimanalo Elementary and Intermediate School	HI	Maui Police Department	HI
Kailua High School	HI	BOARD OF WATER SUPPLY	HI
PACIFIC BUDDHIST ACADEMY	HI	MAUI COUNTY COUNCIL	HI
HAWAII TECHNOLOGY ACADEMY	HI	Kauai County Council	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	Honolulu Fire Department	HI
MARYKNOLL SCHOOL	HI	COUNTY OF MAUI	HI
ISLAND SCHOOL	HI	DEPARTMENT OF EDUCATION	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	Lanai Community Health Center	HI
KE KULA O S. M. KAMAKAU	HI	Maui High Band Booster Club	HI
KAMEHAMEHA SCHOOLS	HI	Big Brothers Big Sisters	HI
HANAHAU`OLI SCHOOL	HI	Tri-Isle Resource Conservation and Development District	HI
KIHEI CHARTER SCHOOL	HI	Manoa Heritage Center	HI
EMMANUAL LUTHERAN SCHOOL	HI	Olanur	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI	Kumulani Chapel	HI
School Lunch Program	HI	Chamber of Commerce Hawaii	HI
		Naalehu Assembly of God	HI
		outrigger canoe club	HI

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One Kalakaua	HI	ORI ANUENUE HALE, INC.	HI
Native Hawaiian Hospitality Association	HI	IUPAT, DISTRICT COUNCIL 50	HI
Islands Hospice Inc	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
St. Theresa School	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Hawaii Peace and Justice	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Kauai Youth Basketball Association	HI	EAH, INC.	HI
NA HALE O MAUI	HI	PARTNERS IN DEVELOPMENT FOUNDATION	HI
LEEWARD HABITAT FOR HUMANITY	HI	HABITAT FOR HUMANITY MAUI	HI
WAIANAE COMMUNITY OUTREACH	HI	W. M. KECK OBSERVATORY	HI
NA LEI ALOHA FOUNDATION	HI	HAWAII EMPLOYERS COUNCIL	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI	HAWAII STATE FCU	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI	MAUI COUNTY FCU	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI	PUNAHOU SCHOOL	HI
LANAKILA REHABILITATION CENTER INC.	HI	YMCA OF HONOLULU	HI
POLYNESIAN CULTURAL CENTER	HI	EASTER SEALS HAWAII	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	AMERICAN LUNG ASSOCIATION	HI
BISHOP MUSEUM	HI	Pohaha I Ka Lani	HI
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	Hawaii Area Committee	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	Tri-Isle RC&D	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI	Lanai Federal Credit Union	HI
NETWORK ENTERPRISES, INC.	HI	Hawaii Bicycling League	HI
HONOLULU HABITAT FOR HUMANITY	HI	Aloha United Way	HI
ALOHACARE	HI	Kipuka o Ke Ola	HI
		READ TO ME INTERNATIONAL FOUNDATION	HI
		MAUI FAMILY YMCA	HI
		WAILUKU FEDERAL CREDIT UNION	HI

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ST. THERESA CHURCH	HI	Kroc Center Hawaii	HI
HALE MAHAOLU	HI	Kupu	HI
West Maui Community Federal Credit Union	HI	University of the Nations	HI
Hawaii Island Humane Society	HI	ARGOSY UNIVERSITY	HI
Western Pacific Fisheries Council	HI	HAWAII PACIFIC UNIVERSITY	HI
Kama'aina Care Inc	HI	UNIVERSITY OF HAWAII AT MANOA	HI
International Archaeological Research Institute, Inc.	HI	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
Community Empowerment Resources	HI	BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
Tutu and Me Traveling Preschool	HI	Kauai Community College	HI
First United Methodist Church	HI	University Clinical Research and Association	HI
United Chinese Society	HI	Hawaii Medical College	HI
Haggai Institue	HI	CHAMINADE UNIVERSITY OF HONOLULU	HI
St. Francis Healthcare System	HI	ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
AOAO Royal Capitol Plaza	HI	Hawaii Information Consortium	HI
Kumpang Lanai	HI	Leeward Community Church	HI
Child and Family Service	HI	E Malama In Keiki O Lanai	HI
MARINE SURF WAIKIKI, INC.	HI	Keawala'i Congregational Church	HI
Hawaii Health Connector	HI	Lanai Community Hospital	HI
Hawaii Carpenters Market Recovery Program Fund	HI	Angels at Play Preschool & Kindergarten	HI
Maui Aids Foundation Inc	HI	Queen Emma Gardens AOAO	HI
Pukalani Baptist Church	HI	FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
Puu Heleakala Community Association	HI	Tetrahedron Sourcing	HI
Saint Louis School	HI	Honolulu Community College	HI
Kailua Racquet Club, Ltd.	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
Homewise Inc.	HI		
Hawaii Baptist Academy	HI		

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DOT Airports Division Hilo International Airport	HI	State of Hawaii Department of Transportation	HI
Judiciary - State of Hawaii	HI	Office of the Governor	HI
ADMIN. SERVICES OFFICE	HI	State of Hawaii-Department of Health- Disability & Communication Access	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI	State of Hawaii Department of Human Services	HI
STATE DEPARTMENT OF DEFENSE	HI	CITY AND COUNTY OF HONOLULU	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Lanai Youth Center	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Silver Dolphin Bistro	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	Commander, Navy Region Hawaii	HI
STATE OF HAWAII	HI	US Navy	HI
Third Judicial Circuit - State of Hawaii	HI	Defense Information System Agency	HI
State of Hawaii Department of Transportation	HI	84th Engineer Battalion	HI
Office of the Governor	HI	Department of Veterans Affairs	HI
State of Hawaii-Department of Health- Disability & Communication Access	HI	Hawaii County	HI
State of Hawaii Department of Human Services	HI	Honolulu County	HI
CITY AND COUNTY OF HONOLULU	HI	Kauai County	HI
Lanai Youth Center	HI	Maui County	HI
Silver Dolphin Bistro	HI	Kalawao County	HI
Commander, Navy Region Hawaii	HI	Aiea	HI
US Navy	HI	Anahola	HI
Defense Information System Agency	HI	Barbers Point N A S	HI
84th Engineer Battalion	HI	Camp H M Smith	HI
Department of Veterans Affairs	HI	Captain Cook	HI
Third Judicial Circuit - State of Hawaii	HI	Eleele	HI
		Ewa Beach	HI
		Fort Shafter	HI
		Haiku	HI

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Hakalau	HI	Kapaau	HI
Haleiwa	HI	Kapolei	HI
Hana	HI	Kaumakani	HI
Hanalei	HI	Kaunakakai	HI
Hanamaulu	HI	Kawela Bay	HI
Hanapepe	HI	Keaau	HI
Hauula	HI	Kealakekua	HI
Hawaii National Park	HI	Kealia	HI
Hawaiian Ocean View	HI	Keauhou	HI
Hawi	HI	Kekaha	HI
Hickam AFB	HI	Kihei	HI
Hilo	HI	Kilauea	HI
Holualoa	HI	Koloa	HI
Honaunau	HI	Kualapuu	HI
Honokaa	HI	Kula	HI
Honolulu	HI	Kunia	HI
Honomu	HI	Kurtistown	HI
Hoolehua	HI	Lahaina	HI
Kaaawa	HI	Laie	HI
Kahuku	HI	Lanai City	HI
Kahului	HI	Laupahoehoe	HI
Kailua	HI	Lawai	HI
Kailua Kona	HI	Lihue	HI
Kalaheo	HI	M C B H Kaneohe Bay	HI
Kalaupapa	HI	Makawao	HI
Kamuela	HI	Makaweli	HI
Kaneohe	HI	Maunaloa	HI
Kapaa	HI	Mililani	HI

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Mountain View	HI	Waipahu	HI
Naalehu	HI	Wake Island	HI
Ninole	HI	Wheeler Army Airfield	HI
Ocean View	HI	Brigham Young University - Hawaii	HI
Ookala	HI	Chaminade University of Honolulu	HI
Paauhau	HI	Hawaii Business College	HI
Paauilo	HI	Hawaii Pacific University	HI
Pahala	HI	Hawaii Technology Institute	HI
Pahoa	HI	Heald College - Honolulu	HI
Paia	HI	Remington College - Honolulu Campus	HI
Papaaloo	HI	University of Phoenix - Hawaii Campus	HI
Papaikou	HI	Hawaii Community College	HI
Pearl City	HI	Honolulu Community College	HI
Pearl Harbor	HI	Kapiolani Community College	HI
Pepeekeo	HI	Kauai Community College	HI
Princeville	HI	Leeward Community College	HI
Pukalani	HI	Maui Community College	HI
Puunene	HI	University of Hawaii at Hilo	HI
Schofield Barracks	HI	University of Hawaii at Manoa	HI
Tripler Army Medical Center	HI	Windward Community College	HI
Volvano	HI	Canby School District No 86	OR
Wahiawa	HI	Central School District 13J (Polk County, Oregon)	OR
Waialua	HI	Milton-Freewater Unified School District No 7	OR
Waianae	HI	Scappoose Adventist School	OR
Waikoloa	HI	COLUMBIA CHRISTIAN SCHOOL	OR
Wailuku	HI	Ontario School District 8C	OR
Waimanalo	HI	Trillium Charter School	OR

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Echo School District	OR	WHITEAKER MONTESSORI SCHOOL	OR
Warrenton Hammond School	OR	CASCADES ACADEMY OF CENTRAL OREGON	OR
Phoenix-Talent Schools	OR	NEAH-KAH-NIE DISTRICT NO.56	OR
Immanuel Lutheran School	OR	INTER MOUNTAIN ESD	OR
The Emerson School	OR	STANFIELD SCHOOL DISTRICT	OR
Columbia Academy	OR	LA GRANDE SCHOOL DISTRICT	OR
VALLEY CATHOLIC SCHL	OR	CASCADE SCHOOL DISTRICT	OR
CROOK COUNTY SCHOOL DISTRICT	OR	DUFUR SCHOOL DISTRICT NO.29	OR
CORBETT SCHL DIST #39	OR	hillsboro school district	OR
Trinity Lutheran Church and School	OR	GASTON SCHOOL DISTRICT 511J	OR
Bethel School District #52	OR	BEAVERTON SCHOOL DISTRICT	OR
OREGON CITY PUBLIC SCHL	OR	COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Ppmc Education Committee	OR	WILLAMINA SCHOOL DISTRICT	OR
Stayton Christian School	OR	MCMINNVILLE SCHOOL DISTRICT NO.40	OR
South Columbia Family School	OR	Sheridan School District 48J	OR
Sunrise Preschool	OR	THE CATLIN GABEL SCHOOL	OR
St. Therese Parish/School	OR	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Portland YouthBuilders	OR	CANYONVILLE CHRISTIAN ACADEMY	OR
Wallowa County ESD	OR	OUR LADY OF THE LAKE SCHOOL	OR
Fern Ridge School District 28J	OR	NYSSA SCHOOL DISTRICT NO. 26	OR
Knova Learning	OR	ARLINGTON SCHOOL DISTRICT NO. 3	OR
Jackson County School District No. 5	OR	LIVINGSTONE ADVENTIST ACADEMY	OR
New Horizon Christian School	OR	Santiam Canyon SD 129J	OR
MOLALLA RIVER ACADEMY	OR	WEST HILLS COMMUNITY CHURCH	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR	BANKS SCHOOL DISTRICT	OR
St. Luke Catholic School	OR		
SOUTHWEST CHARTER SCHOOL	OR		



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WILLAMETTE EDUCATION SERVICE DISTRICT	OR	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
HARNEY EDUCATION SERVICE DISTRICT	OR	MT.SCOTT LEARNING CENTERS	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR	SEVEN PEAKS SCHOOL	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	DE LA SALLE N CATHOLIC HS	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	MULTISENSORY LEARNING ACADEMY	OR
SILVER FALLS SCHOOL DISTRICT	OR	MITCH CHARTER SCHOOL	OR
St Helens School District	OR	REALMS CHARTER SCHOOL	OR
DAYTON SCHOOL DISTRICT NO.8	OR	BAKER SCHOOL DISTRICT 5-J	OR
Amity School District 4-J	OR	PHILOMATH SCHOOL DISTRICT	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
REEDSPORT SCHOOL DISTRICT	OR	CANBY SCHOOL DISTRICT	OR
FOREST GROVE SCHOOL DISTRICT	OR	OREGON TRAIL SCHOOL DISTRICT NO.46	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
LOWELL SCHOOL DISTRICT NO.71	OR	MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR	ESTACADA SCHOOL DISTRICT NO.108	OR
SHERWOOD SCHOOL DISTRICT 88J	OR	GLADSTONE SCHOOL DISTRICT	OR
RAINIER SCHOOL DISTRICT	OR	ASTORIA SCHOOL DISTRICT 1C	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR	SEASIDE SCHOOL DISTRICT 10	OR
MONROE SCHOOL DISTRICT NO.1J	OR	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
CHILDPEACE MONTESSORI	OR	VERNONIA SCHOOL DISTRICT 47J	OR
HEAD START OF LANE COUNTY	OR	SOUTH COAST EDUCATION SERVICE DISTRICT	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR		

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COOS BAY SCHOOL DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
NORTH BEND SCHOOL DISTRICT 13	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
COQUILLE SCHOOL DISTRICT 8	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	KLAMATH FALLS CITY SCHOOLS	OR
BANDON SCHOOL DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
REDMOND SCHOOL DISTRICT	OR	CRESWELL SCHOOL DISTRICT	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	SOUTH LANE SCHOOL DISTRICT 45J3	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
ROSEBURG PUBLIC SCHOOLS	OR	SIUSLAW SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	ONTARIO MIDDLE SCHOOL	OR
ELKTON SCHOOL DISTRICT NO.34	OR	GERVAIS SCHOOL DIST. #1	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
JACKSON CO SCHOOL DIST NO.9	OR	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	MORROW COUNTY SCHOOL DISTRICT	OR
MEDFORD SCHOOL DISTRICT 549C	OR	MULTNOMAH EDUCATION SERVICE DISTRICT	OR
CULVER SCHOOL DISTRICT NO.	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
		DALLAS SCHOOL DISTRICT NO. 2	OR
		CENTRAL SCHOOL DISTRICT 13J	OR
		St. Mary Catholic School	OR
		CROSSROADS CHRISTIAN SCHOOL	OR

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ST. ANTHONY SCHOOL	OR	JESUIT HIGH SCHL EXEC OFC	OR
Pedee School	OR	LASALLE HIGH SCHOOL	OR
HERITAGE CHRISTIAN SCHOOL	OR	Southwest Christian School	OR
BEND-LA PINE SCHOOL DISTRICT	OR	Willamette Christian School	OR
GLENDALE SCHOOL DISTRICT	OR	Westside Christian High School	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	CS LEWIS ACADEMY	OR
PORTLAND PUBLIC SCHOOLS	OR	Portland America School	OR
REYNOLDS SCHOOL DISTRICT	OR	Forest Hills Lutheran School	OR
CENTENNIAL SCHOOL DISTRICT	OR	Mosier Community School	OR
NOBEL LEARNING COMMUNITIES	OR	Koreducators Lep High	OR
St. Stephen's Academy	OR	Warrenton Hammond School District	OR
McMinnville Adventist Christian School	OR	Sutherlin School District	OR
MARCOLA SCHL DIST	OR	Malheur Elementary School District	OR
Salem-Keizer 24J	OR	Ontario School District	OR
McKay High School	OR	Parkrose School District 3	OR
Pine Eagle Charter School	OR	Riverdale School District 51J	OR
Bend-La Pine Schools	OR	Tillamook School District	OR
Waldo Middle School	OR	Madeleine School	OR
OAKLAND SCHOOL DISTRICT 001	OR	Union School District	OR
hermiston school district	OR	Helix School District	OR
Clear Creek Middle School	OR	Riddle School District	OR
Marist High School	OR	Helix School Dist #1 R	OR
Victory Academy	OR	Prospect School District	OR
Vale School District No. 84	OR	Ashbrook Independent School	OR
St. Mary School	OR	Molalla River School District	OR
Junction City High School	OR	Corvallis School District 509J	OR
Three Rivers School District	OR	Falls City School District #57	OR
Fern Ridge School District	OR	Portland Christian Schools	OR

Request for Proposal No. 0790A  
OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	St Paul Parish School	OR
Insight School of Oregon Painted Hills	OR	Joseph School District	OR
Deer Creek Elementary School	OR	EagleRidge High School	OR
Yamhill Carlton School District	OR	Grant Community School	OR
COLTON SCHL DIST 53	OR	Oak Hill School	OR
ASHLAND PUBLIC SCHLS	OR	Hope chinese charter	OR
HARRISBURG SCHL DIST	OR	Northwest Academy	OR
CENTRAL CURRY SCHL DIST#1	OR	Sunny Wolf Charter School	OR
BNAI BRITH CAMP	OR	MCKENZIE SCHOOL DISTRICT 068	OR
OREGON FOOD BANK	OR	L'Etoile French Immersion School	OR
HOSANNA CHRISTIAN SCHL	OR	LA GRANDE SCHOOL DISTRICT 001	OR
ABIQUA SCHL	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Auxiliary services	OR	Marist Catholic High School	OR
Salem keizar school district	OR	Springfield Public Schools	OR
Scio High School	OR	Elgin school dist.	OR
Athena Weston School District 29RJ	OR	French American International School	OR
NW REGIONAL ESD-HILLSBORO	OR	PLEASANT HILL SCH DIST #1	OR
Butte Falls School District	OR	Ukiah School District 80R	OR
Bend International School	OR	Lake Oswego Montessori School	OR
Imbler School District #11	OR	North Powder Charter School	OR
monument school	OR	Siletz Valley School	OR
PENDLETON SCHOOL DISTRICT #16R	OR	WINSTON-DILLARD SCHOOL DISTRICT 116	OR
Ohara Catholic School	OR	ALLIANCE CHARTER ACADEMY	OR
MARCOLA SCHOOL DISTRICT 079J	OR	French American School	OR
LINN-BENTON-LINCOLN ESD	OR	Mastery Learning Institute	OR
Reynolds High School	OR	North Lake School District 14	OR
St. Paul School District	OR	Early College High School	OR
Sabin-Schellenberg Technical Center	OR	Klamath County Fire District No. 1	OR

Request for Proposal No. 0790A  
OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Washington County Consolidated Communications Agency	OR	WALLOWA COUNTY	OR
GILLIAM COUNTY OREGON	OR	ASSOCIATION OF OREGON COUNTIES	OR
UMATILLA COUNTY, OREGON	OR	NAMI LANE COUNTY	OR
LANE ELECTRIC COOPERATIVE	OR	BENTON COUNTY	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	DOUGLAS COUNTY	OR
MULTNOMAH LAW LIBRARY	OR	JEFFERSON COUNTY	OR
clackamas county	OR	LAKE COUNTY	OR
CLATSOP COUNTY	OR	LINCOLN COUNTY	OR
COLUMBIA COUNTY, OREGON	OR	POLK COUNTY	OR
coos county	OR	UNION COUNTY	OR
CROOK COUNTY ROAD DEPARTMENT	OR	WASHINGTON COUNTY	OR
CURRY COUNTY OREGON	OR	MORROW COUNTY	OR
DESCHUTES COUNTY	OR	Mckenzie Personnel Services	OR
GILLIAM COUNTY	OR	Washington County Facilities & Park Services	OR
GRANT COUNTY, OREGON	OR	Multnomah County Department of Community Justice	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	NORCOR Juvenile Detention	OR
HOOD RIVER COUNTY	OR	Tillamook County Estuary	OR
jackson county	OR	Job Council	OR
josephine county	OR	BAKER CNTY GOVT	OR
klamath county	OR	TILLAMOOK CNTY	OR
LANE COUNTY	OR	CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
LINN COUNTY	OR	Multnomah County Dept of County Assets	OR
MARION COUNTY , SALEM, OREGON	OR	Wheeler County	OR
MULTNOMAH COUNTY	OR	Clackamas County Service District # 1/Tri-City Service District	OR
SHERMAN COUNTY	OR	Resource Connections of Oregon	OR
WASCO COUNTY	OR		
YAMHILL COUNTY	OR		

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Lane County Sheriff's Office	OR	San Martin Deporres Catholic Church	OR
Clatsop County Sheriff's Office	OR	Portland Parks Foundation	OR
Harney County Community Corrections	OR	Sweet Home United Methodist Church	OR
Grant County Economic Developement	OR	Math Learning Center, The	OR
Baker County	OR	Maranatha Church	OR
Josephine County Public Works	OR	Cedar Hills Baptist Church	OR
Clackamas County Juvenile Dept	OR	Good Samaritan Ministries	OR
Columbia Basin Care Facility	OR	New Hope Christain College	OR
Clackamas County Disaster Management	OR	Unitarian Universalist Church in Eugene	OR
City of Seaside Police Department	OR	Emmanuel Bible Church	OR
Best Care Treatment Center	OR	Portland Community Media	OR
Boys & Girls Clubs of Emerald Valley	OR	La Pine Chamber of Commerce	OR
MSB	OR	Stone Creek Christian Church	OR
Church of Christ	OR	Rogue Valley Youth Football	OR
GWPMs	OR	Bend Elks Lodge 1371	OR
Operation Christmas	OR	Friendly House, Inc.	OR
Dove Medical	OR	Klamath Siskiyou Wildlands Center	OR
Literary Expectations dba Moore Academy	OR	Grace Christian Fellowship	OR
Love Thy Neighbor services	OR	Reliance eHealth Collaborative	OR
Tamarack Aquatic Center	OR	Wild Rogue Youth Foundation, Inc.	OR
Seven Feathers Casino	OR	Grants Pass Seventh-day Adventist Church	OR
Direction Service, Inc.	OR	Corvallis Waldorf School	OR
Oliver P Lent PTA	OR	Farmworkers Housing Development Corporation	OR
Kairos	OR	World Forestry Center	OR
Willamette Valley Rehab Center	OR	Adapt	OR
St Paul Baptist Church	OR	Kid Time	OR
Long Tom Watershed Council	OR		

Request for Proposal No. 0790A  
 OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Oregon Farm Bureau	OR	Oregon Humanities	OR
Mt Emily Safe Center	OR	St. Pius X School	OR
Salem First Presbyterian Church	OR	Community Connection of Northeast Oregon, Inc.	OR
Rolling Hills Baptist Church	OR	St Mark Presbyterian Church	OR
Baker Elks	OR	Living Opportunities, Inc.	OR
Gates Community Church of Christ	OR	Coos Art Museum	OR
PIP Corps LLC	OR	OETC	OR
Turtle Ridge Wildlife Center	OR	Blanchet House of Hospitality	OR
Grande Ronde Model Watershed Foundation	OR	Garten Services Inc	OR
Western Environmental Law Center	OR	Incite Incorporated	OR
Oregon District 7 Little League	OR	Merchants Exchange of Portland, Oregon	OR
Mercy Flights, Inc.	OR	Coalition for a Livable Future	OR
Metropolitan Contractor Improvement Partnership	OR	West Salem United Methodist	OR
The Christian Church of Hillsboro Oregonb	OR	Rogue River Watershed Council	OR
Congregation Neveh Shalom	OR	Central Oregon Visitors Association	OR
My Fathers House	OR	Soroptimist International of Gold Beach, OR	OR
Step Forward Activities Inc	OR	Real Life Christian Church	OR
HHoly Trinity Greek Orthodox Cathedral	OR	Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
MECOP Inc.	OR	Mainstage Theatre Company	OR
Workforce Northwest Inc	OR	Dayton Christian Church	OR
Lane Arts Council	OR	Delphian School	OR
Building Healthy Family	OR	AVON	OR
Intergral Youth Services	OR	EPUD-Emerald People's Utility District	OR
Children Center At Trinity	OR	Human Solutions, Inc.	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR	The Wallace Medical Concern	OR
Beaverton Christians Church	OR		

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Boys & Girls Club of Salem, Marion & Polk Counties	OR	WE CARE OREGON	OR
		SE WORKS	OR
The Ross Ragland Theater and Cultural Center	OR	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR	OMNIMEDIX INSTITUTE	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR	PORTLAND BUSINESS ALLIANCE	OR
Cascade Health Solutions	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
Umpqua Community Health Center	OR	FOUNDATIONS FOR A BETTER OREGON	OR
ALZHEIMERS NETWORK OF OREGON	OR	GOAL ONE COALITION	OR
NATIONAL WILD TURKEY FEDERATION	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	Coastal Family Health Center	OR
LIFEWORCS NW	OR	CENTER FOR COMMUNITY CHANGE	OR
Independent Development Enterprise Alliance	OR	STAND FOR CHILDREN	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
HALFWAY HOUSE SERVICES, INC.	OR	EAST SIDE FOURSQUARE CHURCH	OR
REDMOND PROFICIENCY ACADEMY	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
OHSU FOUNDATION	OR	InventSuccess	OR
SHELTERCARE	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	The Blosser Center for Dyslexia Resources	OR
PACIFIC INSTITUTES FOR RESEARCH	OR	MOSAIC CHURCH	OR
Mental Health for Children, Inc.	OR	HOUSING AUTHORITY OF LINCOLN COUNTY	OR
The Dreaming Zebra Foundation	OR	RENEWABLE NORTHWEST PROJECT	OR
LAUREL HILL CENTER	OR	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
THE OREGON COMMUNITY FOUNDATION	OR	CONSERVATION BIOLOGY INSTITUTE	OR
OCHIN	OR		



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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	Good Shepherd Medical Center	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	Salem Academy	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	PORTLAND ADVENTIST ACADEMY	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	ST VINCENT DE PAUL	OR
OREGON EDUCATION ASSOCIATION	OR	OUTSIDE IN	OR
HEARING AND SPEECH INSTITUTE INC	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
SALEM ELECTRIC	OR	WILLAMETTE VIEW INC.	OR
MORRISON CHILD AND FAMILY SERVICES	OR	PORTLAND HABILITATION CENTER, INC.	OR
JUNIOR ACHIEVEMENT	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
CENTRAL BIBLE CHURCH	OR	ROSE VILLA, INC.	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
TRILLIUM FAMILY SERVICES, INC.	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
YWCA SALEM	OR	ROGUE FEDERAL CREDIT UNION	OR
PORTLAND ART MUSEUM	OR	Oregon Research Institute	OR
SAINT JAMES CATHOLIC CHURCH	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	LANE MEMORIAL BLOOD BANK	OR
VOLUNTEERS OF AMERICA OREGON	OR	PORTLAND JEWISH ACADEMY	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	LANECO FEDERAL CREDIT UNION	OR
METROPOLITAN FAMILY SERVICE	OR	GRANT PARK CHURCH	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR	ST. MARYS OF MEDFORD, INC.	OR
FIRST UNITARIAN CHURCH	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
ST. ANTHONY CHURCH	OR	FAITHFUL SAVIOR MINISTRIES	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

OREGON CITY CHURCH OF THE NAZARENE	OR	HOUSING NORTHWEST	OR
OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST	OR	OREGON ENVIRONMENTAL COUNCIL	OR
COMMUNITY ACTION TEAM, INC.	OR	MEALS ON WHEELS PEOPLE, INC.	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	FAITH CENTER	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	OREGON CHILD DEVELOPMENT COALITION	OR
SPARC ENTERPRISES	OR	Bob Belloni Ranch, Inc.	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	GOOD SHEPHERD COMMUNITIES	OR
SALEM ALLIANCE CHURCH	OR	SACRED HEART CATHOLIC DAUGHTERS	OR
Lane Council of Governments	OR	HELP NOW! ADVOCACY CENTER	OR
FORD FAMILY FOUNDATION	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
TRAILS CLUB	OR	SUNRISE ENTERPRISES	OR
NEWBERG FRIENDS CHURCH	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	SERENITY LANE	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	EAST HILL CHURCH	OR
CITY BIBLE CHURCH	OR	LA GRANDE UNITED METHODIST CHURCH	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	COAST REHABILITATION SERVICES	OR
PORTLAND WOMENS CRISIS LINE	OR	Edwards Center Inc	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
WILLAMETTE FAMILY	OR	NEW HOPE COMMUNITY CHURCH	OR
WHITE BIRD CLINIC	OR	KLAMATH HOUSING AUTHORITY	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR	SPONSORS, INC.	OR
		COLUMBIA COMMUNITY MENTAL HEALTH	OR
		ADDICTIONS RECOVERY CENTER, INC	OR

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METRO HOME SAFETY REPAIR PROGRAM	OR	CASCADIA BEHAVIORAL HEALTHCARE	OR
		WILD SALMON CENTER	OR
OREGON SUPPORTED LIVING PROGRAM	OR	BROAD BASE PROGRAMS INC.	OR
SOUTH COAST HOSPICE, INC.	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR	TRAINING EMPLOYMENT CONSORTIUM	OR
The International School	OR	RELEVANT LIFE CHURCH	OR
REBUILDING TOGETHER - PORTLAND INC.	OR	211INFO	OR
PENDLETON ACADEMIES	OR	SONRISE CHURCH	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR	LIVING WAY FELLOWSHIP	OR
DOGS FOR THE DEAF, INC.	OR	Women's Safety & Resource Center	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR	SEXUAL ASSAULT RESOURCE CENTER	OR
EMMAUS CHRISTIAN SCHOOL	OR	IRCO	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	NORTHWEST YOUTH CORPS	OR
SAINT CATHERINE OF SIENA CHURCH	OR	TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
PORT CITY DEVELOPMENT CENTER	OR	SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	CLASSROOM LAW PROJECT	OR
CENTRAL CITY CONCERN	OR	YOUTH GUIDANCE ASSOC.	OR
CANBY FOURSQUARE CHURCH	OR	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND	OR
EMERALD PUD	OR	ELMIRA CHURCH OF CHRIST	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	JASPER MOUNTAIN	OR
BENTON HOSPICE SERVICE	OR	ACUMENTRA HEALTH	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR	WORKSYSTEMS INC	OR
COMMUNITY CANCER CENTER	OR	COVENANT CHRISTIAN HOOD RIVER	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR	OREGON DONOR PROGRAM	OR
		NAMI OREGON	OR
		OLIVET BAPTIST CHURCH	OR

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SILVERTON AREA COMMUNITY AID	OR	SOUTH LANE FAMILY NURSERY DBA	
CONFEDERATED TRIBES OF GRAND RONDE	OR	FAMILY RELIEF NURSE	OR
NEIGHBORIMPACT	OR	COMMUNITY VETERINARY CENTER	OR
CATHOLIC COMMUNITY SERVICES	OR	PORTLAND SCHOOLS FOUNDATION	OR
NEW AVENUES FOR YOUTH INC	OR	SUSTAINABLE NORTHWEST	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR	OREGON DEATH WITH DIGNITY	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR	BIRCH COMMUNITY SERVICES, INC.	OR
WESTERN STATES CENTER	OR	BAY AREA FIRST STEP, INC.	OR
HIV ALLIANCE, INC	OR	OSLC COMMUNITY PROGRAMS	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR	EN AVANT, INC.	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR	ASHLAND COMMUNITY HOSPITAL	OR
BLIND ENTERPRISES OF OREGON	OR	NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
OREGON BALLET THEATRE	OR	BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
SMART	OR	SUMMIT VIEW COVENANT CHURCH	OR
All God's Children International	OR	SALMON-SAFE INC.	OR
FARMWORKER HOUSING DEV CORP	OR	BETHEL CHURCH OF GOD	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR	SAINT ANDREW NATIVITY SCHOOL	OR
THE EARLY EDUCATION PROGRAM, INC.	OR	BARLOW YOUTH FOOTBALL	OR
MACDONALD CENTER	OR	SPOTLIGHT THEATRE OF PLEASANT HILL	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR	FAMILIES FIRST OF GRANT COUNTY, INC.	OR
SELF ENHANCEMENT INC.	OR	TOUCHSTONE PARENT ORGANIZATION	OR
FRIENDS OF THE CHILDREN	OR	CANCER CARE RESOURCES	OR
		CASCADIA REGION GREEN BUILDING COUNCIL	OR

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SHERMAN DEVELOPMENT LEAGUE, INC.	OR	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
SCIENCEWORKS	OR	ELAW	OR
WORD OF LIFE COMMUNITY CHURCH	OR	COMMUNITY HEALTH CENTER, INC	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR	Greater Portland INC	OR
OREGON PROGRESS FORUM	OR	Eugene Builders Exchange	OR
CENTER FOR RESEARCH TO PRACTICE	OR	Boys & Girls Club of Corvallis	OR
WESTERN RIVERS CONSERVANCY	OR	Southeast Uplift Neighborhood Coalition	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR	First United Presbyterian Church	OR
EUGENE BALLET COMPANY	OR	PDX Wildlife	OR
EAST WEST MINISTRIES INTERNATIONAL	OR	Friends of the Opera House	OR
SISKIYOU INITIATIVE	OR	Jackson-Josephine 4-C Council	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR	North Coast Family Fellowship	OR
North Pacific District of Foursquare Churches	OR	P E C I	OR
CATHOLIC CHARITIES	OR	Childswork Learning Center	OR
FIRST CHURCH OF THE NAZARENE	OR	Portland Schools Alliance	OR
WESTSIDE BAPTIST CHURCH	OR	New Artists Performing Arts Productions, Inc.	OR
Housing Development Center	OR	Relief Nursery	OR
Hoodview Christian Church	OR	St. Mary's Episcopal Church	OR
Child Evangelism Fellowship	OR	Viking Sal Senior Center	OR
Little Promises Children's Program	OR	Boys and Girls Club of the rogue valley	OR
UNION GOSPEL MISSION	OR	Lincoln City Chamber of Commerce	OR
GRACE BAPTIST CHURCH	OR	DrupalCon Inc., DBA Drupal Association	OR
COMMUNITY ACTION ORGANIZATION	OR	Albany Partnership for Housing and Community Development	OR
OUTSIDE IN	OR	SEED OF FAITH MINISTRIES	OR
		Hermiston Christian Center & School	OR

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SALEM FREE CLINICS	OR	Portland Community Reinvestment Initiatives, Inc.	OR
Dress for Success Oregon	OR	Christians As Family Adovates	OR
Beaverton Rock Creek Foursquare Church	OR	GeerCrest Farm & Historical Society	OR
St Paul Catholic Church	OR	College United Methodist Church	OR
St Mary's Catholic School and Parish	OR	The Collins Foundation	OR
Polk Soil and Water Conservation District	OR	Prince of Peace Lutheran Church & School	OR
Street Ministry	OR	NEDCO	OR
La Grande Church of the Nazarene	OR	Salem Evangelical Church	OR
Spruce Villa, Inc.	OR	Wild Lilac Child Development Community	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR	Daystar Education, Inc.	OR
House of Prayer for All Nations	OR	Oregon Social Learning Center	OR
Sacred Heart Catholic Church	OR	Pain Society of Oregon	OR
African American Health Coaliton, Inc.	OR	environmental law alliance worldwide	OR
Happy Canyon Company	OR	Eugene Country Club	OR
Village Home Education Resource Center	OR	Community in Action	OR
Monet's Children's Circle	OR	Willamette Valley Baptist Church	OR
Cascade Housing Association	OR	Curry County Habitat for Humanity	OR
Dayspring Fellowship	OR	Northwood Christian Church	OR
Northwest Habitat Institute	OR	Tuality Healthcare	OR
Winding Waters Medical Clinic	OR	Safe Harbors	OR
Sacred Heart-St Louis Parish	OR	FIRST CHRISTIAN CHURCH	OR
First Baptist Church	OR	Pacific Classical Ballet	OR
The Nature Conservancy, Willamette Valley Field Office	OR	Depaul Industries	OR
Serenity Lane Health Services	OR	African American Health Coalition	OR
		Jesus Prayer Book	OR
		Coalition Of Community Health	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

River Network	OR	St Michaels Episcopal Church	OR
CCI Enterprises Inc	OR	Saint Johns Catholich Church	OR
Oregon Nurses Association	OR	Community Learning Center	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR	Old Mill Center for Children and Families	OR
Mount Angel Abbey	OR	Sunny Oaks Inc	OR
YMCA OF ASHLAND	OR	Hospice Center Bend La Pine	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR	Westside Foursquare Church	OR
Multnomah Law Library	OR	Relief Nursery Inc	OR
Friends Of Tryon Creek State P	OR	Morning Star Community Church	OR
Ontrack Inc.	OR	MULTNOMAH DEFENDERS INC	OR
Calvin Presbyterian Church	OR	Providence Health System	OR
HOLT INTL CHILD	OR	Holy Trinity Catholic Church	OR
St John The Baptist Catholic	OR	Holy Redeemer Catholic Church	OR
Portland Foursquare Church	OR	Alliance Bible Church	OR
Portland Christian Center	OR	CARE OREGON	OR
Church Extension Plan	OR	Mid Columbia Childrens Council	OR
Occu Afghanistan Relief Effort	OR	HUMANE SOCIETY OF REDMOND	OR
EUGENE FAMILY YMCA	OR	Our Redeemer Lutheran Church	OR
Christ The King Parish and School	OR	Kbps Public Radio	OR
Newberg Christian Church	OR	Skyball Salem Keizer Youth Bas	OR
First United Methodist Church	OR	Open Technology Center	OR
Zion Lutheran Church	OR	Grace Chapel	OR
Southwest Bible Church	OR	CHILDREN'S MUSEUM 2ND	OR
Community Works Inc	OR	Solid Rock	OR
Masonic Lodge Pearl 66	OR	West Chehalem Friends Church	OR
Molalla Nazarene Church	OR	Guide Dogs For The Blind	OR
Transition Projects, Inc	OR	Aldersgate Camps and Retreats	OR
		St. Katherine's Catholic Church	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

The Alliance NW of the Christian & Missionary Alliance	OR	The Spiral Gallery	OR
Bags of Love	OR	The ALS Association Oregon and SW Washington Chapter	OR
Grand View Baptist Church	OR	Children's Relief Nursery	OR
Green Electronics Council	OR	Home Builders	OR
Scottish Rite	OR	New Life Baptist Church	OR
Western Wood Products Association	OR	Feral Cat Awareness Team	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR	Florence United Methodist Church	OR
THE NEXT DOOR	OR	World of Speed	OR
NATIONAL PSORIASIS FOUNDATION	OR	SW Community Health Center	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR	Energy Trust of Oregon	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR	St. Vincent de Paul Church	OR
OREGON REPERTORY SINGERS	OR	Fr. Bernard Youth Center	OR
HIGHLAND HAVEN	OR	Oregon Psychoanalytic Center	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR	Store to Door	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR	Oregon Translational Research and Development Insitute	OR
First Baptist Church of Enterprise	OR	Depaul Industries	OR
The Canby Center	OR	OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
REDMOND FIRE & RESCUE	OR	SELCO Community Credit Union	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	Prairie Baptist Church	OR
McKenzie Personnel Systems	OR	North Coast Christian Church	OR
OSLC COMMUNITY PROGRAMS OCP	OR	Union County Economic Development Corp.	OR
Oregon Nikkei Endowment	OR	Camelto Theatre Company	OR
Grace Community Church	OR	Camp Fire Columbia	OR
Eastern Oregon Alcoholism Foundation	OR	TAKE III OUTREACH	OR
Grantmakers for Education	OR	Rolling Hills Community Church	OR
		Eugene Swim and Tennis Club	OR



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Summa Institute	OR	Temple Beth Israel	OR
Amani Center	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Billy Webb Elks lodge #1050	OR	Rose Haven	OR
Silverton Senior Center	OR	Dallas Church	OR
First Evangelical Presbyterian Church of Oregon City	OR	OREGON STATE UNIVERSITY BOOKSTORE INC	OR
Joyful Servant Lutheran Church	OR	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Sandy Seventh-day Adventist Church	OR	FAIRFIELD BAPTIST CHURCH	OR
Muddy Creek Charter School	OR	Sexual Assault Support Services	OR
A FAMILY FOR EVERY CHILD	OR	Neskowin Valley School	OR
PORT OF CASCADE LOCKS	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
1000 FRIENDS OF OREGON	OR	St. Joseph Shelter	OR
OREGON PEDIATRIC SOCIETY	OR	The Inn Home for Boys, Inc.9138	OR
NONPROFIT ASSOCIATION OF OREGON	OR	MCKENZIEWATERSHED COUNCIL	OR
LUKE DORF INC	OR	Opportunity Connections	OR
FAMILY CARE INC	OR	MENNONITE HOME OF ALBANY INC	OR
MEDICAL TEAMS INTL	OR	Oregon Technical Assistance Corporation	OR
Clean Slate Canine Rescue & Rehabilitation	OR	Oregon And Southern Idaho Laborers Employers Training School	OR
St. Martins Episcopal church	OR	New Life Fellowship Church of God	OR
Tower Theatre Foundation, Inc	OR	Gladstone Senior Center	OR
Food for Lane County	OR	Education Travel & Culture, Inc.	OR
Clatsop Behavioral Healthcare	OR	Rural Development Initiatives	OR
West Coast Hunters Convention	OR	Jason Lee Manor/UMRC	OR
columbia gorge discovery center and museum	OR	Jesus Pursuit Church	OR
NAMI of Washington County	OR	YMCA of Marion and Polk Counties	OR
American Legion Aloha Post 104	OR		
The Dalles Art Association	OR		

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Urban Gleaners	OR	First Lutheran Church of Astoria	OR
PacificSource Health	OR	Fund For Christian Charity	OR
Faith Christian Fellowship	OR	Deer Meadow Assisted Living	OR
Brookings Elks Lodge	OR	Oregon Laborers-Employer	
Tualatin Lacrosse Club	OR	Administrative Fund, LLC	OR
Tillamook Seventh Day Adventist Church	OR	Umpqua Basin Water Association	OR
Oregon Jewish Community Foundation	OR	Alpha Lambda House Corporation	OR
East River Fellowship	OR	St John Fisher Catholic Church Portland Oregon	OR
Holy Family Academy	OR	Eugene Creative Care	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	VFW POST 4248	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	The Church of Christ of Latter Day Saints	OR
Peace Lutheran Church	OR	Cascade Height Public Charter School PTA	OR
Living Word Christian Center	OR	G.O.B.H.I	OR
Housing Authority of Douglas County	OR	Association of Oregon Corrections Employees, Inc.	OR
Vietnamese Christian Community Church	OR	A Jesus Church Family	OR
Forest Park Conservancy	OR	300 Main Inc	OR
Friends for Animals	OR	Southwestern Oregon Public Defender Services, Inc.	OR
Family Building Blocks	OR	Albertina Kerr Centers	OR
Greenleaf Industries	OR	Dufur Christian Church	OR
Ananda Center at Laurelwood	OR	St. Matthew Catholic School	OR
Goodwill Industries of Lane and South Coast	OR	Serendipity Center Inc	OR
RB Pamplin Corportaion	OR	Yellowhawk Tribal Health	OR
Agia Sophia Academy	OR	CASA of Marion County	OR
Friends of Driftwood Library	OR	Oregonians for Food & Shelter	OR
Consumers Power Inc.	OR	Westside Church of Christ Inc	OR
A. C. Gilbert's Discovery Village	OR		

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Northwest Family Services	OR	Mt Hood Hospice	OR
Network Charter School	OR	Oppportunity Foundation of central Oregon	OR
Ride Connecton	OR	Constructing Hope	OR
Parenting Now!	OR	Sprinkfield Elks #2145	OR
Christian Church of Woodburn	OR	Abuse Recovery Ministry & Services	OR
Verde	OR	Oasis Shelter Home	OR
Native American Youth and Family Center Early College Academy	OR	ST HENRYS CHURCH	OR
USO Northwest	OR	Nehalem Bay House	OR
Norkenzie Christian Church	OR	UNITED METHODIST CHURCH	OR
Little Flower Development Center	OR	p:ear	OR
TLO Farms	OR	Health Share of Oregon	OR
Evergreen Wings and Waves	OR	St. Peter Catholic Church	OR
Ascension Episcopal Parish	OR	Mid Willamette Valley Community Action	OR
Center for Family Development	OR	A Hope For Autism Foundation	OR
West Salem Foursquare Church	OR	NW Sport Fishing	OR
Good Samaritan Ministry	OR	Breast Friends	OR
Grace Lutheran Church of Molalla	OR	ScienceWorks Museum	OR
Trinity Lutheran	OR	Willamette Neighborhood Housing Services	OR
HOPE LUTHERAN CHURCH	OR	South Salem High Music Boosters	OR
Mount Pisgah Arboretum	OR	SEPTL Southeast Portland Tool Library	OR
Redeemer Lutheran Church	OR	Kids Unllimited Academy	OR
Disjecta Contemporary Art Center	OR	Cappella Romana	OR
Korean Central Covenant Church of Eugene	OR	National Christian Community Foundation	OR
Yankton Baptist Church	OR	Legal Aid Services of Oregon LITC	OR
BioGift Anatomical	OR	The Sunriver Owners Association	OR
Lower Columbia Estuary Partnership	OR	Willamette Valley Babe Ruth	OR
Fur Footed Rescue, Inc.	OR		

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Center For Continuous Improvement	OR	OREGON STATE FAIR	OR
Northwest Center for Alternatives to Pesticides	OR	Tri-County Chamber of Commerce Inc	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
The Followers of Christ Church of Oregon City	OR	Center for Human Development	OR
SEIU Local 49	OR	God's Storehouse Pantry	OR
Emerald Media Group	OR	Clackamas River Trout Unlimited	OR
West Hills Christian School	OR	SafeHaven Humane Society	OR
Trillium Sprigs	OR	Rainier Assembly of God	OR
Smith Memorial Presbyterian Church	OR	Tilikum Center for Retreats and Outdoor Ministries	OR
Western Arts Alliance	OR	Washington Park Transportation Management Association	OR
Youth Dynamics	OR	Travel Lane County	OR
Ashland Art Center	OR	Hinson Baptist Church	OR
Apostolic Church of Jesus Christ	OR	Alvord Taylor	OR
DOUGLAS FOREST PROTECTIVE	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
Echo Theater Company	OR	Bridges to Change	OR
Corvallis Caring Place	OR	Risen Records	OR
Oregon Lyme Disease Network	OR	DePaul Treatment Centers, Inc.	OR
Ecotrust	OR	Ministerio International Casa	OR
SPECIAL MOBILITY SERVICES	OR	New Paradise Worship Center	OR
Bethlehem Christian Pre-School	OR	Mission Increase Foundation	OR
Historical Outreach Foundation	OR	Curry Public Transit Inc	OR
Texas Interventions and Counseling Inc	OR	THREE RIVERS CASINO	OR
Brooklyn Primary PTO	OR	Brookings Harbor Christian School	OR
Mountain View Academy	OR	Local 290	OR
Salem Area Chamber of Commerce	OR	Hope Church of The Assemblies of God	
First Congregational Chrch	OR	Albany Oregon	OR
		Sherwood Community Friends Church	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Bethesda Lutheran Church	OR	Community Energy Project	OR
Legacy Mt. Hood Medical Center	OR	Bridgeport Community Chapel	OR
Adelante Mujeres	OR	Oswego Lake Country Club	OR
Yamhill Community Care Organization	OR	Urban League of Portland	OR
Trinity United Methodist Church	OR	La Grande Foursquare Church	OR
Portland Japanese Garden	OR	Portland Oregon Visitors Association	OR
Ike Box Cafe	OR	Barter Union International	OR
The Madeleine Parish	OR	Southern Oregon Project Hope	OR
The Tucker-Maxon Oral School	OR	Our United Villages	OR
Southwest Neighborhoods, Inc	OR	Sunset Presbyterian Church	OR
Wallowa Valley Center For Wellness	OR	Youth M.O.V.E. Oregon	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Samaritan Health Services Inc.	OR
Joy Church Eugene	OR	St. Mary's Church	OR
Portland Yacht Club	OR	Santiam Assembly of God	OR
League of Women Voters	OR	CASCADES WEST FINANCIAL SERVICES IN	OR
Oregon & Southern Idaho District Council of Laborers'	OR	Kilchis House	OR
Portland Police Sunshine Division	OR	Calvary Assembly of God	OR
Curry Health Network	OR	Lake Grove Presbyterian Church	OR
United Way of Lane County	OR	Grace Lutheran School	OR
The Lighthouse School	OR	Western Mennonite School	OR
Olive Plaza	OR	OEA CHOICE TRUST	OR
Rogue Valley Humane Society	OR	American Tinnitus Association	OR
Willamette Carpenters Training Center, Inc	OR	Oregon Coast Aquarium, Inc.	OR
Great Portland Bible	OR	HOPE POINT CHURCH	OR
College Possible	OR	Unitus Community Credit Union	OR
Unithed Way	OR	St John the Baptist Greek Orthodox Church	OR
		Parkinson's Resources of Oregon	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Oregon Independent Automobile Dealers Association	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	PORTLAND STATE UNIV.	OR
St. Elizabeth Ann Seton Church	OR	CLACKAMAS COMMUNITY COLLEGE	OR
St Andrews Presbyterian	OR	MARYLHURST UNIVERSITY	OR
Oregon Rural Electric Cooperative Association	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
THE MILL CASINO	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Gateway Prebyterian Church	OR	pacific u	OR
Oregon Jewish Museum and Center for Holoacust Education	OR	UNIVERSITY OF OREGON	OR
Northwest Opening	OR	CONCORDIA UNIV	OR
Oregon State University	OR	Marylhurst University	OR
Treasure Valley Community College	OR	Corban College	OR
Institute of Technology	OR	NORTH MARION SCHL DIST	OR
Unviersity of Oregon	OR	University of Oregon - Purchasing and Contracting Services	OR
OREGON UNIVERSITY SYSTEM	OR	Oregon Center For Advanced T	OR
University of Western States	OR	UNIVERSITY OF PORTLAND	OR
GEORGE FOX UNIVERSITY	OR	OSU Deschutes County Extension Service	OR
LEWIS AND CLARK COLLEGE	OR	Portland Actors Conservatory	OR
PACIFIC UNIVERSITY	OR	University Of Oregon Athletics Department	OR
REED COLLEGE	OR	Ecola Bible School	OR
WILLAMETTE UNIVERSITY	OR	Tokyo Int'l University of America, Inc	OR
LINFIELD COLLEGE	OR	WARNERPACIFIC COLG	OR
MULTNOMAH BIBLE COLLEGE	OR	Beta Omega Alumnae	OR
NORTHWEST CHRISTIAN COLLEGE	OR	Oregon Institute of Technology	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR	SOUTHERN OREGON UNIVERSITY	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

EASTERN OREGON UNIVERSITY	OR	OREGON CORRECTIONS ENTERPRISES	OR
Wilco Farmers	OR	OREGON STATE HOSPITAL	OR
Harvest Church	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
Society of American Foresters	OR	Clatskanie People's Utility District	OR
Clackamas River Water Providers	OR	PIONEER COMMUNITY DEVELOPMENT	OR
eickhoff dev co inc	OR	MARION COUNTY HEALTH DEPT	OR
Cornerstone Association Inc	OR	Ricoh USA	OR
The Klamath Tribe	OR	Heartfelt Obstetrics & Gynecology	OR
advocate care	OR	Coquille Economic Development Corporation	OR
Cannon Beach Fire	OR	CITY/COUNTY INSURANCE SERVICE	OR
Life Flight Network LLC	OR	COMMUNITY CYCLING CENTER	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Shangri La	OR
PENTAGON FEDERAL CREDIT UNION	OR	Portland Impact	OR
SAIF CORPORATION	OR	Eagle Fern Camp	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	KLAMATH FAMILY HEAD START	OR
USAGENCIES CREDIT UNION	OR	RIVER CITY DANCERS	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Oregon Permit Technical Association	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	KEIZER EAGLES AERIE 3895	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	Pgma/Cathie Bourne	OR
SPIRIT WIRELESS	OR	Sunrise Water	OR
Kartini Clinic	OR	Burns Paiute Tribe	OR
Astra	OR	Oregon Public Broadcasting	OR
Beit Hallel	OR	La Grande Family Practice	OR
Cvalco	OR	Linn Benton Lincoln Educational Services District	OR
Elderhealth and Living	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
	OR	Ricoh USA	OR
	OR	Sphere MD	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

BIENESTAR, INC.	OR	crescent grove cemetery	OR
MEDFORD WATER COMMISSION	OR	IONE HIGH SCHOOL	OR
Solutins Yes	OR	Port of Toledo	OR
sunrise water authority	OR	Roseburg Police Department	OR
Mountain Valley Therapy	OR	Molalla Rural Fire Protection District	OR
EAsern Oregon Trade and Event Center	OR	MONMOUTH - INDEPENDENCE NETWORK	OR
Waste-Pro	OR	EUGENE WATER & ELECTRIC BOARD	OR
QUEEN OF PEACE SCHOOL	OR	MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
Columbia River Inter-tribal Fish Commission	OR	TILLAMOOK PEOPLES UTILITY DISTRICT	OR
NPKA	OR	GLADSTONE POLICE DEPARTMENT	OR
IBEW280	OR	GOLD BEACH POLICE DEPARTMENT	OR
Confederated Tribes of Warm Springs	OR	THE NEWPORT PARK AND RECREATION CENTER	OR
Point West Credit Union	OR	RIVERGROVE WATER DISTRICT	OR
Oregon State Credit Union	OR	TUALATIN VALLEY FIRE & RESCUE	OR
PIONEER TELEPHONE COOPERATIVE	OR	GASTON RURAL FIRE DEPARTMENT	OR
Halsey-Shedd Fire District	OR	CITY COUNTY INSURANCE SERVICES	OR
Northwest Power and Conservation Council	OR	SOUTH SUBURBAN SANITARY DISTRICT	OR
Oregon Funeral Directors Association	OR	SOUTH FORK WATER BOARD	OR
Nez Perce Tribe	OR	SUNSET EMPIRE PARK AND RECREATION	OR
Obsidian Urgent Care, P.C.	OR	SPRINGFIELD UTILITY BOARD	OR
First Presbyterian Church of La Grande	OR	Tillamook Urban Renewal Agency	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	Netarts Water District	OR
A&I Benefit Plan Administrators, Inc.	OR	OAK LODGE SANITARY DISTRICT	OR
K Churchill Estates	OR	Boardman Rural Fire Protection District	OR
CSC HEAD START	OR		
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR		



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Tualatin Soil and Water Conservation District	OR	HOODLAND FIRE DISTRICT NO.74	OR
Silverton Fire District	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
Lewis and Clark Rural Fire Protection District	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
Rainbow Water District	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
Illinois Valley Fire District	OR	Banks Fire District #13	OR
Clatskanie RFPD	OR	KLAMATH COUNTY 9-1-1	OR
PORT OF TILLAMOOK BAY	OR	GLENDALE RURAL FIRE DISTRICT	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR	COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR	CLACKAMAS RIVER WATER	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR	NW POWER POOL	OR
OAK LODGE WATER DISTRICT	OR	Lowell Rural Fire Protection District	OR
THE PORT OF PORTLAND	OR	TriMet Transit	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR	Estacada Rural Fire District	OR
TUALATIN VALLEY WATER DISTRICT	OR	Keizer Fire District	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR	State Accident Insurance Fund Corporation	OR
LANE EDUCATION SERVICE DISTRICT	OR	Bend Metro Park & Recreation District	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	Port of Hood River	OR
PORT OF SIUSLAW	OR	La Pine Park & Recreation District	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR	Brookings- Harbor School District 17c	OR
PORT OF ST HELENS	OR	Siuslaw Public Library District	OR
LANE TRANSIT DISTRICT	OR	Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR	Columbia River Fire & Rescue	OR
		Fern Ridge Library District	OR
		Bend Park and Recreation District	OR

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Port of Garibaldi	OR	CITY OF CANBY	OR
Seal Rock Water District	OR	CITY OF CANYONVILLE	OR
Rockwood Water P.U.D.	OR	CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
Gollux	OR	CITY OF CLATSKANIE	OR
Tillamook Fire District	OR	CITY OF CONDON	OR
Tillamook County Transportation Dist	OR	CITY OF COOS BAY	OR
Central Lincoln People's Utility District	OR	CITY OF CORVALLIS	OR
Jefferson Park and Recreation	OR	CITY OF CRESWELL	OR
tvwd	OR	CITY OF ECHO	OR
City of Monmouth / Public Works	OR	CITY OF ESTACADA	OR
McMinnville Police Department	OR	CITY OF EUGENE	OR
Long Creek School District	OR	CITY OF FAIRVIEW	OR
City of Salem Fire Department	OR	CITY OF GEARHART	OR
City of Sublimity	OR	CITY OF GOLD HILL	OR
City of Central Point Parks and Recreation	OR	CITY OF GRANTS PASS	OR
Gearhart Fire Department	OR	CITY OF GRESHAM	OR
Woodburn City Of	OR	CITY OF HILLSBORO	OR
Brookings Fire / Rescue	OR	CITY OF HOOD RIVER	OR
City of Veneta	OR	CITY OF JOHN DAY	OR
CITY OF DAMASCUS	OR	CITY OF KLAMATH FALLS	OR
Hermiston Fire & Emergency Svcs	OR	CITY OF LA GRANDE	OR
CEDAR MILL COMMUNITY LIBRARY	OR	CITY OF MALIN	OR
CITY OF LAKE OSWEGO	OR	CITY OF MCMINNVILLE	OR
LEAGUE OF OREGON CITIES	OR	CITY OF HALSEY	OR
CITY OF SANDY	OR	CITY OF MEDFORD	OR
CITY OF ASTORIA OREGON	OR	CITY OF MILL CITY	OR
CITY OF BEAVERTON	OR	CITY OF MILWAUKIE	OR
CITY OF BOARDMAN	OR	CITY OF MORO	OR

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CITY OF MOSIER	OR	FLORENCE AREA CHAMBER OF COMMERCE	OR
CITY OF NEWBERG	OR		
CITY OF OREGON CITY	OR	PORTLAND DEVELOPMENT COMMISSION	OR
CITY OF PILOT ROCK	OR	CITY OF CANNON BEACH OR	OR
CITY OF POWERS	OR	CITY OF ST. PAUL	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF ADAIR VILLAGE	OR
CITY OF REEDSPORT	OR	CITY OF WILSONVILLE	OR
CITY OF RIDDLE	OR	CITY OF HAPPY VALLEY	OR
CITY OF SCAPPOOSE	OR	CITY OF SHADY COVE	OR
CITY OF SEASIDE	OR	CITY OF LAKESIDE	OR
CITY OF SILVERTON	OR	CITY OF MILLERSBURG	OR
CITY OF STAYTON	OR	CITY OF GATES	OR
City of Troutdale	OR	KEIZER POLICE DEPARTMENT	OR
CITY OF TUALATIN, OREGON	OR	CITY OF DUNDEE	OR
CITY OF WARRENTON	OR	Pendleton Police Department	OR
CITY OF WEST LINN/PARKS	OR	CITY OF AURORA	OR
CITY OF WOODBURN	OR	THE CITY OF NEWPORT	OR
CITY OF TIGARD, OREGON	OR	CITY OF ALBANY	OR
CITY OF AUMSVILLE	OR	CITY OF ASHLAND	OR
CITY OF PORT ORFORD	OR	CITY OF LEBANON	OR
CITY OF EAGLE POINT	OR	CITY OF PORTLAND	OR
CITY OF WOOD VILLAGE	OR	CITY OF SALEM	OR
St. Helens, City of	OR	CITY OF SPRINGFIELD	OR
CITY OF WINSTON	OR	METRO	OR
CITY OF COBURG	OR	CITY OF BURNS	OR
CITY OF NORTH PLAINS	OR	CITY OF COTTAGE GROVE	OR
CITY OF GERVAIS	OR	CITY OF DALLAS	OR
CITY OF YACHATS	OR	CITY OF FALLS CITY	OR

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CITY OF PHOENIX	OR	City of Eugene	OR
CITY OF PRAIRIE CITY	OR	City of Cornelius, OR	OR
CITY OF REDMOND	OR	Toledo Police Department	OR
CITY OF SHERWOOD	OR	Springfield Public Library	OR
City of junction city	OR	City of Independence	OR
City of Florence	OR	City of Cascade Locks	OR
Columbia Gorge Community	OR	City of Columbia City	OR
West Linn Police Department	OR	City of Baker City	OR
City of Dayton	OR	McMinnville Water & Light	OR
City of Carlton	OR	City of Pendleton Parks & Recreation	OR
City of Pendleton Convention Center	OR	CITY OF HEPPNER	OR
City of Monmouth	OR	CITY OF HERMISTON	OR
City of Philomath	OR	CITY OF SWEETHOME	OR
City of Sheridan	OR	CITY OF THE DALLES	OR
Seaside Public Library	OR	CLACKAMAS FIRE DIST#1	OR
City of Yoncalla	OR	DESCHUTES PUBLIC LIBRARY	OR
La Grande Police Department	OR	STAYTON FIRE DISTRICT	OR
City of Joseph	OR	Lake County Chamber of Commerce Inc	OR
Cove City Hall	OR	City of Talent	OR
NW PORTLAND INDIAN HEALTH BOARD	OR	City of Ontario	OR
Portland Patrol Services	OR	City of Corvallis Parks and Recreation	OR
City Of Bend	OR	North Lincoln Fire & Rescue #1	OR
City Of Coquille	OR	Gresham Police Department	OR
City Of Molalla	OR	City of Harrisburg	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR	Gladstone Public Library	OR
City of St. Helens	OR	West Linn Police	OR
City of North Powder	OR	City of Portland Parks Bureau	OR
		City of Astoria Parks Dept.	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

Seaside Fire & Rescue	OR	Southern Coos Hospital	OR
Florence Police Department	OR	Oregon Cascades West Council of Governments	OR
City Of North Bend	OR	MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
City of Union	OR	PORT OF BANDON	OR
City of Nehalem	OR	OR INT'L PORT OF COOS BAY	OR
City of Richland	OR	MID-COLUMBIA CENTER FOR LIVING	OR
CITY OF LINCOLN CITY	OR	DESCHUTES COUNTY RFPD NO.2	OR
City of Donald	OR	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
City of Milton-Freewater	OR	PACIFIC STATES MARINE FISHERIES COMMISSION	OR
CITY OF MADRAS	OR	CENTRAL OREGON IRRIGATION DISTRICT	OR
CITY OF SCIO	OR	MARION COUNTY FIRE DISTRICT #1	OR
City of Forest Grove	OR	COLUMBIA RIVER PUD	OR
City Govrnment	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Mt. Angel	OR	BAY AREA HOSPITAL DISTRICT	OR
Albany Police Department	OR	NEAH KAH NIE WATER DISTRICT	OR
Tualatin Police Department	OR	PORT OF UMPQUA	OR
City of Sodaville	OR	EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
Canby Utility	OR	Benton Soil & Water Conservation District	OR
Umatilla Electric Cooperative	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
WATER ENVIRONMENT SERVICES	OR	CLEAN WATER SERVICES	OR
Polk County Fire District No.1	OR	North Douglas County Fire & EMS	OR
Clatsop Care Health District-Clatsop Retirement Village	OR	Crooked River Ranch Rural Fire Protection District	OR
Netarts-Oceanside RFPD	OR	PARROTT CREEK CHILD & FAM	OR
UIUC	OR		
Rogue River Fire District	OR		
Aurora Rural Fire District	OR		
Tillamook County Emergency Communications District	OR		

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South Lane County Fire And Rescue	OR	Salem Keizer School District Purchasing	OR
Mill City RFPD	OR	Kdrv Channel 12	OR
Lake Chinook Fire & Rescue	OR	Opta Oregon Permit Technician	OR
Clackamas County Water Environment Services	OR	Oregon Forest Resources Institute	OR
Amity Fire District	OR	Office of the Ong Term Care Ombudsman	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR	Oregon State Lottery	OR
UMPQUA COMMUNITY COLLEGE	OR	OREGON TOURISM COMMISSION	OR
LANE COMMUNITY COLLEGE	OR	OREGON STATE POLICE	OR
MT. HOOD COMMUNITY COLLEGE	OR	OFFICE OF THE STATE TREASURER	OR
LINN-BENTON COMMUNITY COLLEGE	OR	OREGON DEPT. OF EDUCATION	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR	SEIU LOCAL 503, OPEU	OR
PORTLAND COMMUNITY COLLEGE	OR	OREGON DEPARTMENT OF FORESTRY	OR
CHEMEKETA COMMUNITY COLLEGE	OR	OREGON STATE DEPT OF CORRECTIONS	OR
ROGUE COMMUNITY COLLEGE	OR	OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR	OREGON OFFICE OF ENERGY	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR	OREGON STATE BOARD OF NURSING	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR	BOARD OF MEDICAL EXAMINERS	OR
Oregon Coast Community College	OR	OREGON LOTTERY	OR
Clatsop Community College	OR	OREGON BOARD OF ARCHITECTS	OR
North Portland Bible College	OR	SANTIAM CANYON COMMUNICATION CENTER	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR	OREGON DEPT OF TRANSPORTATION	OR
Umpqua Valley Public Defender	OR	OREGON TRAVEL INFORMATION COUNCIL	OR
Teacher Standards and Pracitices Commission	OR	OREGON DEPARTMENT OF EDUCATION	OR
		OREGON DEPT. OF CORRECTIONS	OR

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OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

DEPARTMENT OF ADMINISTRATIVE SERVICES	OR	Association of Oregon Community Mental Health Programs	OR
Oregon Board of Massage Therapists	OR	Klamath County Association of Realtors	OR
Oregon Forest Industries Council	OR	VA	OR
Oregon Tradeswomen	OR	US FISH AND WILDLIFE SERVICE	OR
Oregon Convention Center	OR	Bonneville Power Administration	OR
OREGON SCHL BRDS ASSOCIAT	OR	Bureau Of Land Management	OR
Central Oregon Home Health and Hos	OR	Oregon Army National Guard	OR
Oregon Health Care Quality Cor	OR	Linn County Sheriff Office	OR
OREGON DEPARTMENT OF HUMAN SERVICES	OR	USDA Forest Service	OR
Oregon Air National Guard	OR	123d Fighter Squadron	OR
Training & Employment	OR	Yellowhawk Tribal Health Center	OR
State of Oregon - Department of Administrative Services	OR	ANGELL JOB CORPS	OR
Aging and People with Disabilities	OR	Coquille Indian Housing Authority	OR
Department of Administrative Services	OR	COLLEGE HOUSING NORTHWEST	OR
Oregon State Treasury	OR	HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
Oregon State Fair Council	OR	HOUSING AUTHORITY OF PORTLAND	OR
Oregon DEQ	OR	WEST VALLEY HOUSING AUTHORITY	OR
Procurement Services/DAS	OR	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
STATE OF OREGON	OR	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
OREGON JUDICIAL DEPARTMENT	OR	MARION COUNTY HOUSING AUTHORITY	OR
Oregon State Board of Architect Examiners	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Oregon Board of Chiropractic Examiners	OR	Housing Authority of Yamhill County	OR
City of Astoria Fire Department	OR	The Housing Authority of the County of Umatilla	OR
Columbia Gorge ESD	OR		
Nehalem Bay Wastewater	OR		

homeforward	OR
LifeSource	OR
Access Inc	OR
WOMENSPACE INC	OR
McKenzie River Trust	OR
WINTERSPRING CENTER	OR
PNW. For Puerto Rico Relief	OR
Justin Parret	OR



**G.8 FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR  
CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
  
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
  
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

**G.9 COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

**G.10 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

## Enterprise Architecture Technology Standards

### ***Our Vision***

*We will become the nation's model for delivery of technology, media, and contact center services for local government.*

## Purpose

This Enterprise Architecture Technology Standards document provides the City and County of Denver a framework to mature governance effectiveness and improve service delivery through technical standards.

All listed hardware and software specifications represent the City supported configurations for current and future environments (roughly 6 months).

If the service being proposed does not meet the technical specifications provided in this section, proposals may be submitted; however, a technology exception waiver must be applied for and granted by the Technology Services Leadership Team as a term and condition of the contract. If future compliance is planned (i.e., in a future release of the proposed software or system) please note that clearly in the waiver and in the proposal.

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## Section I. End User Devices

### 1-CCD-01 Desktop, Workstation and Laptop Hardware

The following specifications are based on the City's existing systems and represent the expected maximum hardware specification for a given class of hardware. These specifications serve as a reference for current and future hardware environment states.

Bid	2017 - Current						
	Basic PC	Advanced PC	Workstation PC	Standard Laptop	UltraBook	Workstation Laptop	Tablet
Hardware Class							
Intel Core i5-7500T, 2.7 GHz	•						
Intel Core i5-7500, 3.4 GHz	•						
Intel Core i7-7700, 3.6 GHz		•					
Intel Xeon Silver Dual-Core, 2.6 GHz			•				
Intel Core i5-7300U, 2.6 GHz				•			
Intel Core i7-7600U, 2.8 GHz					•		
Intel Core i7-7700HQ, 2.8 GHz						•	
Intel Core i5-7300U, 2.6 GHz							•
Intel Core i5-8350U Quad-Core, 1.7 GHz							•
RAM (GB)	8	8	16/32	8/16	8/16	16/32	8/16
AMD Radeon R5 430, 2GB, 730 MHz	•	•					
AMD Radeon R7 450, 2GB, 925 MHz		•					
Radeon PRO WX 5100, 8GB, 713 MHz			•				
Intel HD Graphics 620, integrated, 300 MHz				•	•		•
Intel UHD Graphics 620, integrated, 300 MHz							•
NVIDIA Quadro M1200, 4GB, 1093 MHz						•	



## 1-CCD-02 Device Software

The City and County of Denver installs and maintains a standard set of software on all desktops and laptops. All software that is acquired by the City and County of Denver must be compatible with the expected environment.

Software Type	Software Name	Technical Requirement
Operating System	Microsoft Windows	Win 7 Professional SP1 64-bit Win 10 Version 1703 and above
Browsers	Internet Explorer	Current Release
	Edge	Current Release
	Google Chrome	Current Release
Office Suite	Microsoft Office	0365 Office 2016
Software Framework	Microsoft .NET	Current Release
Java	JRE	Current Release
Adobe	Acrobat Reader	Current Release
	Flash Player	Current Release
	Shockwave	Current Release
Multimedia Framework	HTML 5	Current Release
External Drives	McAfee Encryption	Current Release

## 1-CCD-03 Mobile Devices

The City and County of Denver supports the following mobile devices. Any software that is intended to run on mobile devices should support the following specifications.

Device	Technical Requirement
iPhone	Current Release
iPad	Current Release
Android	Current Release

## 1-CCD-04 Special Purpose Devices

The following specifications represent the expected maximum hardware specification for that class of hardware.

### Denver Police Department

Hardware Class	Technical Requirement
Processor	Intel Core i5 2.0 GHz 3MB Cache
Memory/Storage	8 GB RAM 256 GB SSD
Display	10.1" WUXGA LED Backlighting Capacitive multi touch w Active Stylus Pen Sunlight Readable 800 Nits
Interface	RFID Reader (UHF 900MHz EPC Gen 2) Magstripe Reader Docking connector
Wireless	Wi-Fi 802.11a/b/g/n/ac Bluetooth v4.0 Integrated 4G LTE with GPS
Durability	MIL-STD-810G/IP65
Warranty	3 Year

## Section II. Infrastructure

### 2-CCD-01 Communications (Networks, Voice, Video)

Available by Consultation

### 2-CCD-02 Compute

Type	Name	Technical Requirement
Server Hardware	Cisco	UCS
	Oracle	PCA X5-2 Base Rack

### 2-CCD-03 Virtualization

Type	Name	Technical Requirement
Platform	VMWare	ESX 6.5.0
Client	VSphere client	6.5.0
Platform	Oracle VM	Current Release

### 2-CCD-04 Server Operating System

Type	Name	Technical Requirement
Microsoft	Server	2012 R2 & 2016
Linux	Red Hat	7
Linux	Oracle	7

### 2-CCD-05 Storage

Type	Name	Technical Requirement
Backup	CommVault	V11 SP8
File	EMC Isilon	OneFS 8.1.0.x
Block	EMC Xtreme IO	4.2.0

### 2-CCD-06 End User Device Management

Type	Name	Technical Requirement
Microsoft	System Center Configuration Manager	2012 R2 1803
IBM	BigFix	9.5

## Section III. Infrastructure Services

### 3-CCD-01 Enterprise Application Control

Type	Name	Technical Requirement
F5	Big IP	12

3-CCD-02 Domain services (DNS, DHCP, Active Directory)

Type	Name	Technical Requirement
Infoblox (DDI)	DNS	Dynamic DNS Static for Non –Windows Devices
	DHCP	IPAM Capable
Microsoft	Active Directory (legacy)	Windows Server 2012 R2 v.69
	Active Directory	Windows Server 2016 v.87

3-CCD-03 Identity management

Type	Name	Technical Requirement
Oracle Identity & Access Management	Oracle Identity Manager	11g R2 PS3
	Oracle Access Manager	11g R2 PS3
	Oracle Virtual Directory	11g R2 PS3
	Oracle Internet Directory	11.1.1.4.0

3-CCD-04 Data Center

Type	Name	Technical Requirement
Industry	Telecommunications Labeling	TIA-606-B
Industry	Telecommunications Infrastructure Standard for Data Centers	TIA-942-A

3-CCD-05 Event Monitoring

Type	Name	Technical Requirement
Open Source	Op5	Nagios compliant

## Section IV. Applications

### 4-CCD-01 Middleware

Type	Name	Technical Requirement
Microsoft	IIS	10.0
Oracle	WebLogic	12C
Apache	Tomcat	7.X
Oracle	IDM	12C
Oracle	ODI	12C
Oracle	OBIEE	12C
SAP	Crystal Reports	2013
SAP	BOE	4.2
Oracle	SOA	12C

### 4-CCD-02 Database

Type	Name	Technical Requirement
Microsoft	SQL Server	2016 & 2017
Oracle	Oracle	12C R2

### 4-CCD-03 GIS

Type	Name	Technical Requirement
ESRI	ArcGIS	10.4.1

### 4-CCD-04 9-1-1

Type	Name	Technical Requirement
Computer Aided Dispatch (CAD)	TriTech Software Systems	V 5.8.7
Voice Recording	Verint	V 5-SP3
Work Force Management (WFM)	Verint	V 15.1

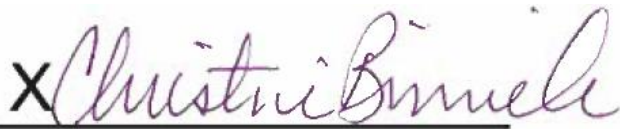
X



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Michael Wright  
Director of Enterprise Architecture

X



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Christine Binnicker  
Chief Information Officer

# Service Provider RFP Technical Requirements

Approved April 17, 2017

## ***Our Vision***

*Aspiring to be the nation's model for delivery of technology,  
media, and contact center services for local government.*

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## Purpose

This Service Provider Request for Proposal (RFP) Technical Requirements document provides the basis for evaluating the information security maturity and compatibility of vendors providing cloud or hosted services.

Approval

Scott Cardenas, Chief Information Officer Technology Services
Date: April 17, 2017

## General Instructions

We expect the selected vendor to operate as a mature IT organization according to best practices.

To complete the RFP requirements, the vendor must submit information for both sections outlined below:

1. Section I contains questions focused on the City and County of Denver, specifically to our environment and unique requirements.
2. Section II evaluates the technical maturity of our vendors using industry standards when regulatory data will be included in the project. Regulatory data include HIPAA, CJI, PCI, PII, etc.

## Completing Section I – Mandatory RFP Requirements

Regardless of the submission method used for Section II, all vendors must submit responses to the questions in Section I. All questions in this section are mandatory and must be answered to complete the RFP submission.

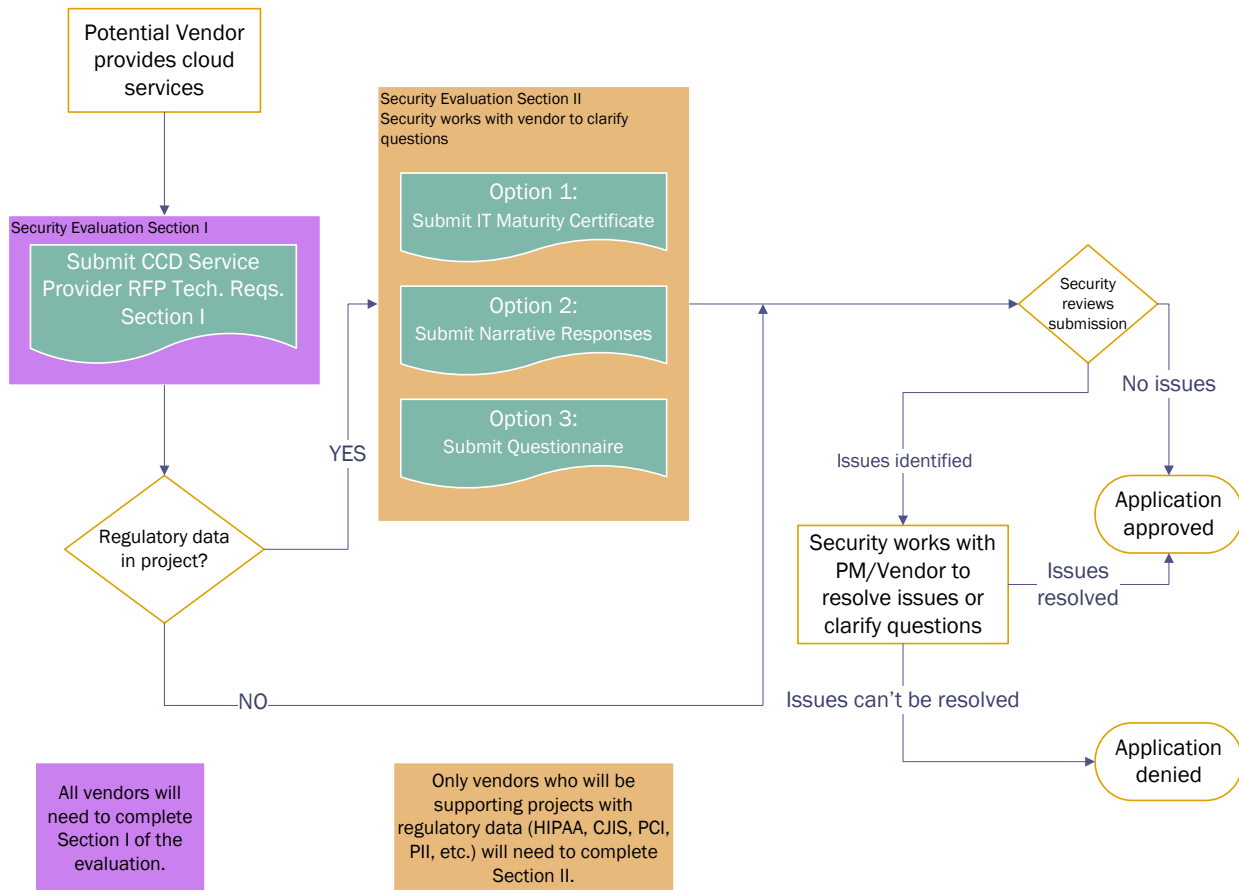
## Completing Section II – Technical Maturity

Section II is required when regulatory data is going to be included in the project. If regulatory data is not used, Section II is not required to be completed. One of the following options is required to complete the submission when regulatory data will be used in the project.

- Option 1 – Submit certificate of IT maturity
- Option 2 – Complete narrative questions
- Option 3 – Complete questionnaire

## Process Flow

The process pictured below shows the high level steps that are completed to approve the submitted proposal.



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## Section I – Mandatory RFP Requirements

If the cloud service being proposed does not meet the technical specifications provided in this section, proposals may be submitted; however, a technology exception waiver must be applied for and granted by the Technology Services Leadership Team as a term and condition of the contract. If future compliance is planned (*i.e.*, in a future release of the proposed software or system) please note that clearly in the waiver and in the proposal.

### 1. Identity Management

#### 1-CCD-01 Oracle Identity Management

The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

#### 1-CCD-02 (re: IAM-12) User ID Credentials

Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:

- a) Identity trust verification and service-to-service application (API) and information processing interoperability (*e.g.*, SSO and Federation)
- b) Account credential lifecycle management from instantiation through revocation
- c) Account credential and/or identity store minimization or re-use when feasible
- d) Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (*e.g.*, strong/multi-factor, expireable, non-shared authentication secrets)

## 1. Identity Management

Please provide a short narrative that describes the controls you have in place for the requirements listed above. Consult the detailed controls to help clarify the topic. You are required to directly answer each of the detailed controls. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 2. End-User Device Compatibility

### 2-CCD-01 City Client Device Compatibility

A city client device refers to the computing equipment used by City and County of Denver employees, officers or personnel working on behalf of the City and County of Denver. At the present time, these devices incorporate desktops, laptop and tablets. If the cloud service solution being proffered is highly dependent or tightly coupled with hardware specifications or installed software (e.g., Java JRE version) please consult with the City’s Purchasing office for the current deployed environment in the agency, department, or area of interest.

#### Desktop, Workstation, and Laptop Hardware

The cloud solution being acquired must be compatible with the current desktop, laptop, or tablet computing environment. The specifications are based on the City’s hardware lifecycle bid process and represent the expected maximum hardware specification for that class of hardware. Currently, there are two active bid cycles, 2007 and 2013. Both hardware bid cycles have been included to serve as reference for current and future hardware environment state.

Bid	2007 - 2013				2013 - 2018+						
	Basic PC	Advanced DC	Workstation DC	Standard Laptop	Basic PC	Advanced DC	Workstation DC	Standard Laptop	Ultrabook	Workstation Laptop	Tablet
Intel E2140, 1.6GHz	•										
Intel Xeon 5130, 2.0 GHz		•									
Intel Dual-Core Xeon 5160, 3.0 GHz			•								
Intel Core 2 Duo T7100, 1.8 GHz				•							
Intel Quad-Core i5-3470, 3.2 GHz					•						
Intel Quad-Core i7-3770, 3.4 GHz						•					
Intel 6-Core Xeon E6-2630, 2.3 GHz							•				
Intel Dual-Core i5-3360M, 2.8 GHz								•			
Intel Dual-Core i7-3667U, 2.0 GHz									•		
Intel Quad-Core i7-374-QM, 2.7GHz										•	
Intel Atom Z2760, 1.8 GHz											•
RAM (GB)	2	2	4	2	4	4	16	4	8	8	2
ATI Radeon X300	•										
nVidia Quadro FX 3450, 256 MB		•	•								
Intel X3100 Integrated				•							
Radeon HD7470, 1GB					•						
Radeon HD7570, 1GB						•					
nVidia Quadro 4000, 2GB							•				
Intel HD Graphics 400									•		
AMD FirePro M4000 1GB										•	

#### Software

The City and County of Denver installs and maintains standard software on all desktops and laptops. All software that is acquired by the City and County of Denver must be compatible with the expected environment and previous versions of the following software products.

Software Type	Software Name	Technical Requirement
Operating System	Microsoft Windows	Win 7 Professional SP1 64-bit; Win 10 Version 1511 and above

Software Type	Software Name	Technical Requirement
Browsers	Internet Explorer	Current Release
	Google Chrome	Latest Version
Office Suite	Microsoft Office	0365 Office 2016
Software Framework	Microsoft .NET	4.0
Java	JRE	Current Release
Adobe	Acrobat Reader	Current Release
	Flash Player	Current Release
	Shockwave	Current Release
External Drives	McAfee Encryption	Current Release
Multimedia Framework	HTML 5	Current Release

**Mobile Devices**

The City and County of Denver supports the following mobile devices. Any software that is intended to run on mobile devices should support the following specifications.

Device	Technical Requirement
iPhone	Current Release
iPad	
Android	
Windows Phone	

**2-CCD-02 Public Client Device Compatibility**

A client device for public users refers to the computing equipment used by the public.

**Web Browsers**

All web applications acquired by the City and County of Denver that will be accessed by the public must be compatible with the following web browser versions:

Software Type	Software Name	Technical Requirement
Browsers	Internet Explorer	Current Version
	Google Chrome	



## 2. End-User Device Compatibility

Please provide a short narrative that describes the controls you have in place for the City and County of Denver control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

### 3. Statement of Network Impact

#### 3-CCD-01 Network Impact and Internet Traffic Shaping

The City's network bandwidth is an expensive resource that is being shared among many City agencies and departments, and some applications require guaranteed bandwidth and priority. The City utilizes traffic shaping (*i.e.*, bandwidth shaping or packet shaping) as a general network control to prioritize and provide quality assurance to internet resources and guarantee certain bandwidth based on predefined policy rules.

The City recognizes that the cloud service user experience depends on many factors and that to quantify those factors is a difficult and arduous task. Therefore, the City has developed four (4) general traffic shaping policies available for new cloud services:

- a) 500 kbps
- b) 1 Mbps
- c) 2 Mbps
- d) 4 Mbps
- e) Technology Waiver Request for Additional Shaping Policy

Based upon the cloud service offered, business requirements listed, number of expected concurrent clients, and other/additional knowledge of the service or services being offered within this RFP, choose a traffic shaping policy that maintains the user experience and provide a statement of network impact and justification that supports the policy requested, both quantitatively and qualitatively.

### 3. Statement of Network Impact

Please provide a short narrative that describes the controls you have in place for the City and County of Denver control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

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## 4. Web Usability and Accessibility

### 4-CCD-01 City and County of Denver URL Taxonomy

All web pages and web application resources shall be served through the City's exclusive public domain (*i.e.*, "denvergov.org") or a City approved sub-domain (*e.g.*, "cloudservice.denvergov.org") thereof. The City and County of Denver requires all URLs and application URIs to be REST-ful utilizing best-practices. If clarification is necessary, contact the City for technical specification

### 4-CCD-02 Responsive Design and User Interface Compatibility

The City expects the selected vendor to possess and continually develop a mature, responsive, accessible and consistent desktop, mobile, and tablet user interface. The City utilizes a responsive design framework for its "denvergov.org" domain.

### 4-CCD-03 City and County of Denver Branding Standards

The City expects the selected vendor to possess a consistent "look and feel" throughout the service that reflects the City's Intranet and/or Internet branding standards.

Note: Generic branding information may be found at <http://www.denvergov.org/brandcenter>.

#### 4. Web Usability and Accessibility

Please provide a short narrative that describes the controls you have in place for the City and County of Denver control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 5. Systems Integrations

### 5-CCD-01 Oracle Enterprise Service Architecture (ESB or SOA)

The City's implementation of the Oracle Enterprise Service is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the service catalog, functions, and components of the ESB/SOA where appropriate. This technical requirement applies to all solutions, regardless to where the application is hosted.

### 5-CCD-02 Enterprise Cashiering

The City's implementation of Enterprise Cashiering Services is an integrated infrastructure solution that enables many of the City's cashiering services to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the service, functions, and components of the Enterprise Cashiering system where appropriate. This technical requirement applies to all solutions, regardless to where the application is hosted. If selected, you should be advised that, in cases where the proposed solution has a cashiering function and the City and County of Denver Department of Finance determined that Enterprise Cashiering Services is not appropriate, you are still required to comply with the Department of Finance's Cash Handling Requirements.

### 5-CCD-03 Enterprise Document Management

The City's Enterprise Document Management (EDM) system is an integrated infrastructure solution that enables many of the City's services and online resources to store and retrieve documents of record efficiently, effectively, economically and securely. All new and proposed applications that generate documents of record must utilize the functions and components of the EDM.

### 5-CCD-04 Connections to External Systems and Integrated Systems

The provider shall specify how authentication and encryption will be handled for all external systems, such as databases, directories, and web services. All credentials required for communication with external systems shall be encrypted.

### 5-CCD-05 System and Application Logging

The City and provider shall specify what events are security-relevant and need to be logged, such as detected attacks, failed login attempts, and attempts to exceed authorization. The requirements shall also specify what information to log with each event, including time and date, event description, application details, and other information useful in forensic efforts. The City uses a centralized system for security information and event management. All new and proposed systems must utilize the centralized logging capability of this system. This technical requirement applies to all applications, regardless to where the solution is hosted.

## 5. Systems Integrations

Please provide a short narrative that describes the controls you have in place for the City and County of Denver control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

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## 6. Disclosure of Datacenter Location(s)

### 6-CCD-01 Physical Location of Datacenter(s)

The provider shall disclose the physical location of all datacenters that may be utilized by the provider to host the services requested under this RFP. Disclosure shall include, but is not limited to: City and State (if located within the United States) or City, State equivalent and Country (if located outside the United States). If selected, the successful vendor should be advised a disclosure statement shall be an annual deliverable. Furthermore, disclosure is mandatory and required prior the provider hosting services requested under this RFP in a new or previously undisclosed datacenter.



## 6. Disclosure of Datacenter Location(s)

Please provide a short narrative that describes the controls you have in place for the City and County of Denver control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

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## 7. Vendor Software

### 7-CCD-01 Disclosure of Components

The provider shall disclose all third-party software used in the development and execution or use of the software. Disclosure shall include, but is not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, .NET, jquery pluggins, etc.), whether commercial, free, open-source, or closed-source.

### 7-CCD-02 Vendor Supported Releases

The provider shall maintain the currency all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jquery pluggins, etc...), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.

## 7. Vendor Software

Please provide a short narrative that describes the controls you have in place for the City and County of Denver control domain listed above. Consult the detailed controls to help clarify the topic. You are required to directly answer each of the detailed controls. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## Section II. Technical Maturity

### Option 1 – IT Maturity Certificate

The vendor may have previously been certified by professional organizations that have the same technical requirements as City and County of Denver. Examples of certifications include: Service Organization Controls (SOC) 2, FedRAMP, Cloud Security Alliance Level 1, etc. The vendor may submit proof of current certification in lieu of completing Section II of this document.

### Option 2 – Narrative Responses

For each of the control domains please provide a short narrative that describes the controls you have in place. For your convenience and clarification, we have included all the detailed controls from the Cloud Security Matrix for each control domain. You do not need to directly answer each of the detailed controls, however, your answer must allow us to gain a thorough understanding of your control environment for each of the domains.

When answering the questions, you may optionally provide documentation to support your answer. We reserve the right to request documentation that substantiates your answers, such as: copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 8. Application and Interface Security

### 8-AIS-01 Application Security

Applications and interfaces (APIs) shall be designed, developed, and deployed in accordance with industry acceptable standards (e.g., OWASP for web applications) and adhere to applicable legal, statutory, or regulatory compliance obligations.

### 8-AIS-02 Customer Access Requirements

Prior to granting customers access to data, assets, and information systems, all identified security, contractual, and regulatory requirements for customer access shall be addressed and remediated.

### 8-AIS-03 Data Integrity

Data input and output integrity routines (*i.e.*, reconciliation and edit checks) shall be implemented for application interfaces and databases to prevent manual or systematic processing errors, corruption of data, or misuse.

### 8-AIS-04 Data Integrity and Security

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to ensure protection of confidentiality, integrity, and availability of data exchanged between one or more system interfaces, jurisdictions, or external business relationships to prevent improper disclosure, alteration, or destruction. These policies, procedures, processes, and measures shall be in accordance with known legal, statutory and regulatory compliance obligations.

## 8. Application and Interface Security

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

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## 9. Audit Assurance and Compliance

### 9-AAC-01 Audit Planning

Audit plans shall be developed and maintained to address business process disruptions. Auditing plans shall focus on reviewing the effectiveness of the implementation of security operations. All audit activities must be agreed upon prior to executing any audits.

### 9-AAC-02 Independent Audits

Independent reviews and assessments shall be performed at least annually, or at planned intervals, to ensure that the organization addresses any nonconformities of established policies, procedures, and known contractual, statutory, or regulatory compliance obligations.

### 9-AAC-03 Information System Regulatory Mapping

Organizations shall create and maintain a control framework which captures standards, regulatory, legal, and statutory requirements relevant for their business needs. The control framework shall be reviewed at least annually to ensure changes that could affect the business processes are reflected.

## 9. Audit Assurance and Compliance

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 10. Business Continuity Management and Operational Resilience

### 10-BCR-01 Business Continuity Planning

A consistent unified framework for business continuity planning and plan development shall be established, documented and adopted to ensure all business continuity plans are consistent in addressing priorities for testing, maintenance, and information security requirements. Requirements for business continuity plans include the following:

- a) Defined purpose and scope, aligned with relevant dependencies
- b) Accessible to and understood by those who will use them
- c) Owned by a named person(s) who is responsible for their review, update, and approval
- d) Defined lines of communication, roles, and responsibilities
- e) Detailed recovery procedures, manual work-around, and reference information
- f) Method for plan invocation

### 10-BCR-02 Business Continuity Testing

Business continuity and security incident response plans shall be subject to testing at planned intervals or upon significant organizational or environmental changes. Incident response plans shall involve impacted customers (tenant) and other business relationships that represent critical intra-supply chain business process dependencies.

### 10-BCR-03 Datacenter Utilities and Environmental Conditions

Datacenter utilities services and environmental conditions (e.g., water, power, temperature and humidity controls, telecommunications, and internet connectivity) shall be secured, monitored, maintained, and tested for continual effectiveness at planned intervals to ensure protection from unauthorized interception or damage, and designed with automated fail-over or other redundancies in the event of planned or unplanned disruptions.

### 10-BCR-04 Documentation

Information system documentation (e.g., administrator and user guides, and architecture diagrams) shall be made available to authorized personnel to ensure the following:

- a) Configuring, installing, and operating the information system
- b) Effectively using the system's security features

### 10-BCR-05 Environmental Risks

Physical protection against damage from natural causes and disasters, as well as deliberate attacks, including fire, flood, atmospheric electrical discharge, solar induced geomagnetic storm, wind, earthquake, tsunami, explosion, nuclear accident, volcanic activity, biological hazard, civil unrest, mudslide, tectonic activity, and other forms of natural or man-made disaster shall be anticipated, designed, and have countermeasures applied.

### 10-BCR-06 Equipment Location

To reduce the risks from environmental threats, hazards, and opportunities for unauthorized access, equipment shall be kept away from locations subject to high probability environmental risks and supplemented by redundant equipment located at a reasonable distance.



**10-BCR-07 Equipment Maintenance**

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for equipment maintenance ensuring continuity and availability of operations and support personnel.

**10-BCR-08 Equipment Power Failures**

Protection measures shall be put into place to react to natural and man-made threats based upon a geographically-specific business impact assessment.

**10-BCR-09 Impact Analysis**

There shall be a defined and documented method for determining the impact of any disruption to the organization that must incorporate the following:

- a) Identify critical products and services
- b) Identify all dependencies, including processes, applications, business partners, and third party service providers
- c) Understand threats to critical products and services
- d) Determine impacts resulting from planned or unplanned disruptions and how these vary over time
- e) Establish the maximum tolerable period for disruption
- f) Establish priorities for recovery
- g) Establish recovery time objectives for resumption of critical products and services within their maximum tolerable period of disruption
- h) Estimate the resources required for resumption

**10-BCR-10 Policy**

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for appropriate IT governance and service management to ensure appropriate planning, delivery and support of the organization's IT capabilities supporting business functions, workforce, and/or customers based on industry acceptable standards (*i.e.*, ITIL v4 and COBIT 5). Additionally, policies and procedures shall include defined roles and responsibilities supported by regular workforce training.

**10-BCR-11 Retention Policy**

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for defining and adhering to the retention period of any critical asset as per established policies and procedures, as well as applicable legal, statutory, or regulatory compliance obligations. Backup and recovery measures shall be incorporated as part of business continuity planning and tested accordingly for effectiveness.

## 10. Business Continuity Management and Operational Resilience

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 11. Change Control and Configuration Management

### 11-CCC-01 New Development and Acquisition

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to ensure the development and/or acquisition of new data, physical or virtual applications, infrastructure network and systems components, or any corporate, operations and/or datacenter facilities have been pre-authorized by the organization's business leadership or other accountable business role or function.

### 11-CCC-02 Outsourced Development

External business partners shall adhere to the same policies and procedures for change management, release, and testing as internal developers within the organization (e.g., ITIL service management processes).

### 11-CCC-03 Quality Testing

Organizations shall follow a defined quality change control and testing process (e.g., ITIL Service Management) with established baselines, testing, and release standards which focus on system availability, confidentiality, and integrity of systems and services.

### 11-CCC-04 Unauthorized Software Installations

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to restrict the installation of unauthorized software on organizationally-owned or managed user end-point devices (e.g., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.

### 11-CCC-05 Production Changes

Policies and procedures shall be established for managing the risks associated with applying changes to:

- a) Business-critical or customer (tenant)-impacting (physical and virtual) applications and system-system interface (API) designs and configurations.
- b) Infrastructure network and systems components.

Technical measures shall be implemented to provide assurance that all changes directly correspond to a registered change request, business-critical or customer (tenant), and/or authorization by the customer (tenant) as per agreement (SLA) prior to deployment.

## 11. Change Control and Configuration Management

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 12. Data Security and Information Lifecycle Management

### 12-DSI-01 Classification

Data and objects containing data shall be assigned a classification by the data owner based on data type, value, sensitivity, and criticality to the organization.

### 12-DSI-02 Data Inventory and Flows

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to inventory, document, and maintain data flows for data that is resident (permanently or temporarily) within the service's geographically distributed (physical and virtual) applications and infrastructure network and systems components and/or shared with other third parties to ascertain any regulatory, statutory, or supply chain agreement (SLA) compliance impact, and to address any other business risks associated with the data. Upon request, provider shall inform customer (tenant) of compliance impact and risk, especially if customer data is used as part of the services.

### 12-DSI-03 eCommerce Transactions

Data related to electronic commerce (e-commerce) that traverses public networks shall be appropriately classified and protected from fraudulent activity, unauthorized disclosure, or modification in such a manner to prevent contract dispute and compromise of data.

### 12-DSI-04 Data Handling and Labeling Security Policy

Policies and procedures shall be established for labeling, handling, and the security of data and objects which contain data. Mechanisms for label inheritance shall be implemented for objects that act as aggregate containers for data.

### 12-DSI-05 Non-Production Data

Production data shall not be replicated or used in non-production environments. Any use of customer data in non-production environments requires explicit, documented approval from all customers whose data is affected, and must comply with all legal and regulatory requirements for scrubbing of sensitive data elements.

### 12-DSI-06 Ownership and Stewardship

All data shall be designated with stewardship, with assigned responsibilities defined, documented, and communicated.

### 12-DSI-07 Secure Disposal

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the secure disposal and complete removal of data from all storage media, ensuring data is not recoverable by any computer forensic means.

## 12. Data Security and Information Lifecycle Management

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 13. Datacenter Security

### 13-DCS-01 Asset Management

Assets must be classified in terms of business criticality, service-level expectations, and operational continuity requirements. A complete inventory of business-critical assets located at all sites and/or geographical locations and their usage over time shall be maintained and updated regularly, and assigned ownership by defined roles and responsibilities.

### 13-DCS-02 Controlled Access Points

Physical security perimeters (e.g., fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) shall be implemented to safeguard sensitive data and information systems.

### 13-DCS-03 Equipment Identification

Automated equipment identification shall be used as a method of connection authentication. Location-aware technologies may be used to validate connection authentication integrity based on known equipment location.

### 13-DCS-04 Off-Site Authorization

Authorization must be obtained prior to relocation or transfer of hardware, software, or data to an offsite premise.

### 13-DCS-05 Off-Site Equipment

Policies and procedures shall be established for the secure disposal of equipment (by asset type) used outside the organization's premise. This shall include a wiping solution or destruction process that renders recovery of information impossible. The erasure shall consist of a full write of the drive to ensure that the erased drive is released to inventory for reuse and deployment or securely stored until it can be destroyed.

### 13-DCS-06 Policy

Policies and procedures shall be established, and supporting business processes implemented, for maintaining a safe and secure working environment in offices, rooms, facilities, and secure areas storing sensitive information.

### 13-DCS-07 Secure Area Authorization

Ingress and egress to secure areas shall be constrained and monitored by physical access control mechanisms to ensure that only authorized personnel are allowed access.

### 13-DCS-08 Unauthorized Persons Entry

Ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises shall be monitored, controlled and, if possible, isolated from data storage and processing facilities to prevent unauthorized data corruption, compromise, and loss.

### 13-DCS-09 User Access

Physical access to information assets and functions by users and support personnel shall be restricted.

### 13. Datacenter Security

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.



## 14. Encryption and Key Management

### 14-EKM-01 Entitlement

Keys must have identifiable owners (binding keys to identities) and there shall be key management policies.

### 14-EKM-02 Key Generation

Policies and procedures shall be established for the management of cryptographic keys in the service's cryptosystem (e.g., lifecycle management from key generation to revocation and replacement, public key infrastructure, cryptographic protocol design and algorithms used, access controls in place for secure key generation, and exchange and storage including segregation of keys used for encrypted data or sessions). Upon request, provider shall inform the customer (tenant) of changes within the cryptosystem, especially if the customer (tenant) data is used as part of the service, and/or the customer (tenant) has some shared responsibility over implementation of the control.

### 14-EKM-03 Encryption

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the use of encryption protocols for protection of sensitive data in storage (e.g., file servers, databases, and end-user workstations) and data in transmission (e.g., system interfaces, over public networks, and electronic messaging) as per applicable legal, statutory, and regulatory compliance obligations.

### 14-EKM-04 Storage and Access

Platform and data appropriate encryption (e.g., AES-256) in open/validated formats and standard algorithms shall be required. Keys shall not be stored in the cloud (i.e. at the cloud provider in question), but maintained by the cloud consumer or trusted key management provider. Key management and key usage shall be separated duties.

## 14. Encryption and Key Management

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 15. Governance and Risk Management

### 15-GRM-01 Baseline Requirements

Baseline security requirements shall be established for developed or acquired, organizationally-owned or managed, physical or virtual, applications and infrastructure system, and network components that comply with applicable legal, statutory, and regulatory compliance obligations. Deviations from standard baseline configurations must be authorized following change management policies and procedures prior to deployment, provisioning, or use. Compliance with security baseline requirements must be reassessed at least annually unless an alternate frequency has been established and authorized based on business needs.

### 15-GRM-02 Risk Assessments

Risk assessments associated with data governance requirements shall be conducted at planned intervals and shall consider the following:

- a) Awareness of where sensitive data is stored and transmitted across applications, databases, servers, and network infrastructure
- b) Compliance with defined retention periods and end-of-life disposal requirements
- c) Data classification and protection from unauthorized use, access, loss, destruction, and falsification

### 15-GRM-03 Management Oversight

Managers are responsible for maintaining awareness of, and complying with, security policies, procedures and standards that are relevant to their area of responsibility.

### 15-GRM-04 Management Program

An Information Security Management Program (ISMP) shall be developed, documented, approved, and implemented that includes administrative, technical, and physical safeguards to protect assets and data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The security program shall include, but not be limited to, the following areas insofar as they relate to the characteristics of the business:

- a) Risk management
- b) Security policy
- c) Organization of information security
- d) Asset management
- e) Human resources security
- f) Physical and environmental security
- g) Communications and operations management
- h) Access control
- i) Information systems acquisition, development, and maintenance

### 15-GRM-05 Management Support and Involvement

Executive and line management shall take formal action to support information security through clearly-documented direction and commitment, and shall ensure the action has been assigned.

**15-GRM-06 Policy**

Information security policies and procedures shall be established and made readily available for review by all impacted personnel and external business relationships. Information security policies must be authorized by the organization's business leadership (or other accountable business role or function) and supported by a strategic business plan and an information security management program inclusive of defined information security roles and responsibilities for business leadership.

**15-GRM-07 Policy Enforcement**

A formal disciplinary or sanction policy shall be established for employees who have violated security policies and procedures. Employees shall be made aware of what action might be taken in the event of a violation, and disciplinary measures must be stated in the policies and procedures.

**15-GRM-08 Business & Policy Change Impacts**

Risk assessment results shall include updates to security policies, procedures, standards, and controls to ensure that they remain relevant and effective.

**15-GRM-09 Policy Reviews**

The organization's business leadership (or other accountable business role or function) shall review the information security policy at planned intervals or as a result of changes to the organization to ensure its continuing alignment with the security strategy, effectiveness, accuracy, relevance, and applicability to legal, statutory, or regulatory compliance obligations.

**15-GRM-10 Assessments**

Aligned with the enterprise-wide framework, formal risk assessments shall be performed at least annually or at planned intervals, to determine the likelihood and impact of all identified risks using qualitative and quantitative methods. The likelihood and impact associated with inherent and residual risk shall be determined independently, considering all risk categories (e.g., audit results, threat and vulnerability analysis, and regulatory compliance).

**15-GRM-11 Program**

Risks shall be mitigated to an acceptable level. Acceptance levels based on risk criteria shall be established and documented in accordance with reasonable resolution time frames and stakeholder approval.

## 15. Governance and Risk Management

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 16. Human Resources

### 16-HRS-01 Asset Returns

Upon termination of workforce personnel and/or expiration of external business relationships, all organizationally-owned assets shall be returned within an established period.

### 16-HRS-02 Background Screening

Pursuant to local laws, regulations, ethics, and contractual constraints, all employment candidates, contractors, and third parties shall be subject to background verification proportional to the data classification to be accessed, the business requirements, and acceptable risk.

### 16-HRS-03 Employment Agreements

Employment agreements shall incorporate provisions and/or terms for adherence to established information governance and security policies and must be signed by newly hired or on-boarded workforce personnel (e.g., full or part-time employee or contingent staff) prior to granting workforce personnel user access to corporate facilities, resources, and assets.

### 16-HRS-04 Employment Termination

Roles and responsibilities for performing employment termination or change in employment procedures shall be assigned, documented, and communicated.

### 16-HRS-05 Portable and Mobile Devices

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to manage business risks associated with permitting mobile device access to corporate resources and may require the implementation of higher assurance compensating controls and acceptable-use policies and procedures (e.g., mandated security training, stronger identity, entitlement and access controls, and device monitoring).

### 16-HRS-06 Non-Disclosure Agreements

Requirements for non-disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details shall be identified, documented, and reviewed at planned intervals.

### 16-HRS-07 Roles and Responsibilities

Roles and responsibilities of contractors, employees, and third-party users shall be documented as they relate to information assets and security.

### 16-HRS-08 Acceptable Use

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for defining allowances and conditions for permitting usage of organizationally-owned or managed user end-point devices (e.g., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components. Additionally, defining allowances and conditions to permit usage of personal mobile devices and associated applications with access to corporate resources (*i.e.*, BYOD) shall be considered and incorporated as appropriate.

### 16-HRS-09 Security Awareness Training

A security awareness training program shall be established for all contractors, third-party users, and employees of the organization and mandated when appropriate. All individuals with access to

organizational data shall receive appropriate awareness training and regular updates in organizational procedures, processes, and policies relating to their professional function relative to the organization.

**16-HRS-10 User Responsibility**

All personnel shall be made aware of their roles and responsibilities for:

- a) Maintaining awareness and compliance with established policies and procedures and applicable legal, statutory, or regulatory compliance obligations.
- b) Maintaining a safe and secure working environment

**16-HRS-11 Workspace**

Policies and procedures shall be established to require that unattended workspaces do not have openly visible (e.g., on a desktop) sensitive documents and user computing sessions had been disabled after an established period of inactivity.

**16-HRS-12A City and County of Denver Data**

Policies and procedures shall be established to mandate that data belonging to the City, regardless of encryption state, shall not leave the predefined corporate premise by unauthorized or unapproved means.

## 16. Human Resources

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.



## 17. Identity and Access Management

### 17-IAM-01 Audit Tool Access

Access to, and use of, audit tools that interact with the organization's information systems shall be appropriately segmented and restricted to prevent compromise and misuse of log data.

### 17-IAM-02 User Access Policy

User access policies and procedures shall be established, and supporting business processes and technical measures implemented, for ensuring appropriate identity, entitlement, and access management for all internal corporate and customer (tenant) users with access to data and organizationally-owned or managed (physical and virtual) application interfaces and infrastructure network and systems components. These policies, procedures, processes, and measures must incorporate the following:

- a) Procedures and supporting roles and responsibilities for provisioning and de-provisioning user account entitlements following the rule of least privilege based on job function (e.g., internal employee and contingent staff personnel changes, customer-controlled access, suppliers' business relationships, or other third-party business relationships)
- b) Business case considerations for higher levels of assurance and multi-factor authentication secrets (e.g., management interfaces, key generation, remote access, segregation of duties, emergency access, large-scale provisioning or geographically-distributed deployments, and personnel redundancy for critical systems)
- c) Access segmentation to sessions and data in multi-tenant architectures by any third party (e.g., provider and/or other customer (tenant))
- d) Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and federation)
- e) Account credential lifecycle management from instantiation through revocation

### 17-IAM-03 Diagnostic and Configuration Port Access

User access to diagnostic and configuration ports shall be restricted to authorized individuals and applications.

### 17-IAM-04 Policies and Procedures

Policies and procedures shall be established to store and manage identity information about every person who accesses IT infrastructure and to determine their level of access. Policies shall also be developed to control access to network resources based on user identity.

### 17-IAM-05 Segregation of Duties

User access policies and procedures shall be established, and supporting business processes and technical measures implemented, for restricting user access as per defined segregation of duties to address business risks associated with a user-role conflict of interest.

### 17-IAM-06 Source Code Access Restriction

Access to the organization's own developed applications, program, or object source code, or any other form of intellectual property (IP), and use of proprietary software shall be appropriately restricted following the rule of least privilege based on job function as per established user access policies and procedures.

**17-IAM-07 Third-Party Access**

The identification, assessment, and prioritization of risks posed by business processes requiring third-party access to the organization's information systems and data shall be followed by coordinated application of resources to minimize, monitor, and measure likelihood and impact of unauthorized or inappropriate access. Compensating controls derived from the risk analysis shall be implemented prior to provisioning access.

**17-IAM-08 User Access Restriction and Authorization**

Policies and procedures are established for permissible storage and access of identities used for authentication to ensure identities are only accessible based on rules of least privilege and replication limitation only to users explicitly defined as business necessary.

**17-IAM-09 User Access Authorization**

Provisioning user access (e.g., employees, contractors, customers (tenants), business partners and/or supplier relationships) to data and organizationally-owned or managed (physical and virtual) applications, infrastructure systems, and network components shall be authorized by the organization's management prior to access being granted and appropriately restricted as per established policies and procedures. Upon request, provider shall inform customer (tenant) of this user access, especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.

**17-IAM-09A Access Control Rules**

The provider shall maintain a detailed description of all roles (i.e., groups, privileges, authorizations, assets and functions) used in the application.

**17-IAM-10 User Access Reviews**

User access shall be authorized and revalidated for entitlement appropriateness, at planned intervals, by the organization's business leadership or other accountable business role or function supported by evidence to demonstrate the organization is adhering to the rule of least privilege based on job function. For identified access violations, remediation must follow established user access policies and procedures.

**17-IAM-11 User Access Revocation**

Timely de-provisioning (revocation or modification) of user access to data and organizationally-owned or managed (physical and virtual) applications, infrastructure systems, and network components, shall be implemented as per established policies and procedures and based on user's change in status (e.g., termination of employment or other business relationship, job change or transfer). Upon request, provider shall inform customer (tenant) of these changes, especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.

**17-IAM-12 User ID Credentials**

Answered in Section I, 1-CCD-02.

**17-IAM-13 Utility Program Access**

Utility programs capable of potentially overriding system, object, network, virtual machine, and application controls shall be restricted.

## 17. Identity and Access Management

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 18. Infrastructure and Virtualization Security

### 18-IVS-01 Audit Logging and Intrusion Detection

Higher levels of assurance are required for protection, retention, and lifecycle management of audit logs, adhering to applicable legal, statutory or regulatory compliance obligations and providing unique user access accountability to detect potentially suspicious network behaviors and/or file integrity anomalies, and to support forensic investigative capabilities in the event of a security breach.

### 18-IVS-01B Error Handling

The provider shall detail how errors occurring during processing will be handled. Some applications should provide best effort results in the event of an error, whereas others should terminate processing immediately.

### 18-IVS-02 Change Detection

The provider shall ensure the integrity of all virtual machine images at all times. Any changes made to virtual machine images must be logged and an alert raised regardless of their running state (e.g. dormant, off, or running). The results of a change or move of an image and the subsequent validation of the image's integrity must be immediately available to customers through electronic methods (e.g. portals or alerts).

### 18-IVS-03 Clock Synchronization

A reliable and mutually agreed upon external time source shall be used to synchronize the system clocks of all relevant information processing systems to facilitate tracing and reconstitution of activity timelines.

### 18-IVS-04 Capacity and Resource Planning

The availability, quality, and adequate capacity and resources shall be planned, prepared, and measured to deliver the required system performance in accordance with legal, statutory, and regulatory compliance obligations. Projections of future capacity requirements shall be made to mitigate the risk of system overload.

### 18-IVS-05 Vulnerability Management

Implementers shall ensure that the security vulnerability assessment tools or services accommodate the virtualization technologies used (e.g. virtualization aware).

### 18-IVS-06 Network Security

Network environments and virtual instances shall be designed and configured to restrict and monitor traffic between trusted and untrusted connections. These configurations shall be reviewed at least annually, and supported by a documented justification for use for all allowed services, protocols, ports, and compensating controls.

### 18-IVS-07 Operating System Hardening and Base Controls

Each operating system shall be hardened to provide only necessary ports, protocols, and services to meet business needs and have in place supporting technical controls such as: antivirus, file integrity monitoring, and logging as part of their baseline operating build standard or template.

**18-IVS-08 Production and Non-Production Environments**

Production and non-production environments shall be separated to prevent unauthorized access or changes to information assets. Separation of the environments may include: stateful inspection firewalls, domain/realm authentication sources, and clear segregation of duties for personnel accessing these environments as part of their job duties.

**18-IVS-09 Segmentation**

Multi-tenant organizationally-owned or managed (physical and virtual) applications, and infrastructure system and network components, shall be designed, developed, deployed and configured such that provider and customer (tenant) user access is appropriately segmented from other tenant users, based on the following considerations:

- a) Established policies and procedures
- b) Isolation of business critical assets and/or sensitive user data and sessions that mandate stronger internal controls and high levels of assurance
- c) Compliance with legal, statutory and regulatory compliance obligations

**18-IVS-10 Migration Data Protection**

Secured and encrypted communication channels shall be used when migrating physical servers, applications, or data to virtualized servers and, where possible, shall use a network segregated from production-level networks for such migrations.

**18-IVS-11 Hypervisor Hardening**

Access to all hypervisor management functions or administrative consoles for systems hosting virtualized systems shall be restricted to personnel based upon the principle of least privilege and supported through technical controls (e.g., two-factor authentication, audit trails, IP address filtering, firewalls, and TLS encapsulated communications to the administrative consoles).

**18-IVS-12 Wireless Security**

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to protect wireless network environments, including the following:

- a) Perimeter firewalls implemented and configured to restrict unauthorized traffic
- b) Security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings (e.g., encryption keys, passwords, and SNMP community strings)
- c) User access to wireless network devices restricted to authorized personnel
- d) The capability to detect the presence of unauthorized (rogue) wireless network devices for a timely disconnect from the network

**18-IVS-13 Network Architecture**

Network architecture diagrams shall clearly identify high-risk environments and data flows that may have legal compliance impacts. Technical measures shall be implemented and shall apply defense-in-depth techniques (e.g., deep packet analysis, traffic throttling, and black-holing) for detection and timely response to network-based attacks associated with anomalous ingress or egress traffic patterns (e.g., MAC spoofing and ARP poisoning attacks) and/or distributed denial-of-service (DDoS) attacks.

## 18. Infrastructure and Virtualization Security

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 19. Interoperability and Portability

### 19-IPY-01 APIs

The provider shall use open and published APIs to ensure the broadest support for interoperability between components and to facilitate migrating applications.

### 19-IPY-02 Data Requests

All structured and unstructured data shall be available to the customer and provided to them upon request in an industry-standard format (e.g., .doc, .xls, .pdf, logs, and flat files).

### 19-IPY-03 Policy and Legal

Policies, procedures, and mutually-agreed upon provisions and/or terms shall be established to satisfy customer (tenant) requirements for service-to-service application (API) and information processing interoperability, and portability for application development and information exchange, usage and integrity persistence.

### 19-IPY-04 Standardized Network Protocols

The provider shall use secure (e.g., non-clear text and authenticated) standardized network protocols for the import and export of data and to manage the service, and shall make available a document to consumers (tenants) detailing the relevant interoperability and portability standards that are involved.

### 19-IPY-05 Virtualization

The provider shall use an industry-recognized virtualization platform and standard virtualization formats (e.g., OVF) to help ensure interoperability, and shall have documented custom changes made to any hypervisor in use, and all solution-specific virtualization hooks, available for customer review.

## 19. Interoperability and Portability

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.



## 20. Mobile Security

### 20-MOS-01 Anti-Malware Awareness Training

Anti-malware awareness training, specific to mobile devices, shall be included in the provider's information security awareness training.

### 20-MOS-02 Application Stores

A documented list of approved application stores has been communicated as acceptable for mobile devices accessing or storing provider managed data.

### 20-MOS-03 Approved Applications

The company shall have a documented policy prohibiting the installation of non-approved applications or approved applications not obtained through a pre-identified application store.

### 20-MOS-04 Approved Software for BYOD

The BYOD policy and supporting awareness training shall clearly state the approved applications and application stores that may be used for BYOD usage.

### 20-MOS-05 Awareness and Training

The provider shall have a documented mobile device policy that includes a documented definition for mobile devices and the acceptable usage and requirements for all mobile devices. The provider shall post and communicate the policy and requirements through the company's security awareness and training program.

### 20-MOS-06 Cloud-Based Services

All cloud-based services used by the company's mobile devices or BYOD shall be pre-approved for usage and the storage of company business data.

### 20-MOS-07 Compatibility

The company shall have a documented application validation process to test for device, operating system, and application compatibility issues.

### 20-MOS-08 Device Eligibility

The BYOD policy shall define the device and eligibility requirements to allow for BYOD usage.

### 20-MOS-09 Device Inventory

An inventory of all mobile devices used to store and access company data shall be kept and maintained. All changes to the status of these devices, (*i.e.*, operating system and patch levels, lost or decommissioned status, and to whom the device is assigned or approved for usage (BYOD), will be included for each device in the inventory.

### 20-MOS-10 Device Management

A centralized, mobile device management solution shall be deployed to all mobile devices permitted to store, transmit, or process customer data.

### 20-MOS-11 Encryption

The mobile device policy shall require the use of encryption either for the entire device or for data identified as sensitive on all mobile devices and shall be enforced through technology controls.

**20-MOS-12 Jailbreaking and Rooting**

The mobile device policy shall prohibit the circumvention of built-in security controls on mobile devices (e.g. jailbreaking or rooting) and shall be enforced through detective and preventative controls on the device or through a centralized device management system (e.g. mobile device management).

**20-MOS-13 Legal**

The BYOD policy includes clarifying language for the expectation of privacy, requirements for litigation, e-discovery, and legal holds. The BYOD policy shall clearly state the expectations over the loss of non-company data in the case that a wipe of the device is required.

**20-MOS-14 Lockout Screen**

BYOD and/or company owned devices shall require an automatic lockout screen, and the requirement shall be enforced through technical controls.

**20-MOS-15 Operating Systems**

Changes to mobile device operating systems, patch levels, and/or applications shall be managed through the company's change management processes.

**20-MOS-16 Passwords**

Password policies, applicable to mobile devices, shall be documented and enforced through technical controls on all company devices or devices approved for BYOD usage, and shall prohibit the changing of password/PIN lengths and authentication requirements.

**20-MOS-17 Policy**

The mobile device policy shall require the BYOD user to perform backups of data, prohibit the usage of unapproved application stores, and require the use of anti-malware software (where supported).

**20-MOS-18 Remote Wipe**

All mobile devices permitted for use through the company BYOD program or a company-assigned mobile device shall allow for remote wipe by the company's corporate IT or shall have all company-provided data wiped by the company's corporate IT.

**20-MOS-19 Security Patches**

Mobile devices connecting to corporate networks or storing and accessing company information shall allow for remote software version/patch validation. All mobile devices shall have the latest available security-related patches installed upon general release by the device manufacturer or carrier and authorized IT personnel shall be able to perform these updates remotely.

**20-MOS-20 Users**

The BYOD policy shall clarify the systems and servers allowed for use or access on a BYOD-enabled device.

## 20. Mobile Security

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 21. Security Incident and Management, e-Discovery, and Cloud Forensics

### 21-SEF-01 Contact and Authority Maintenance

Points of contact for applicable regulation authorities, national and local law enforcement, and other legal jurisdictional authorities shall be maintained and regularly updated (e.g., change in impacted-scope and/or a change in any compliance obligation) to ensure direct compliance liaisons have been established and to be prepared for a forensic investigation requiring rapid engagement with law enforcement.

### 21-SEF-02 Incident Management

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to triage security-related events and ensure timely and thorough incident management, as per established IT service management policies and procedures.

### 21-SEF-03 Timely Reporting of Security Events

Workforce personnel and external business relationships shall be informed of their responsibility and, if required, shall consent and/or contractually agree to report all information security events in a timely manner. Information security events shall be reported through predefined communications channels in a timely manner adhering to applicable legal, statutory, or regulatory compliance obligations.

### 21-SEF-04 Incident Response Legal Preparation

Proper forensic procedures, including chain of custody, are required for the presentation of evidence to support potential legal action subject to the relevant jurisdiction after an information security incident. Upon notification, customers and/or other external business partners impacted by a security breach shall be given the opportunity to participate as is legally permissible in the forensic investigation.

### 21-SEF-05 Incident Response Metrics

Mechanisms shall be put in place to monitor and quantify the types, volumes, and costs of information security incidents.

## 21. Security Incident and Management, e-Discovery, and Cloud Forensics

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

## 22. Supply Chain Management, Transparency, and Accountability

### 22-STA-01 Data Quality and Integrity

Providers shall inspect, account for, and correct data quality errors and risks inherited from partners within their cloud supply-chain. Providers shall design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privilege access for all personnel within their supply chain.

### 22-STA-02 Incident Reporting

The provider shall make security incident information available to all affected customers and providers periodically through electronic methods (e.g. portals).

### 22-STA-03 Network and Infrastructure Services

Business-critical or customer (tenant) impacting (physical and virtual) application and system-system interface (API) designs and configurations, and infrastructure network and systems components, shall be designed, developed, and deployed in accordance with mutually agreed-upon service and capacity-level expectations, as well as IT governance and service management policies and procedures.

### 22-STA-04 Provider Internal Assessments

The provider shall perform annual internal assessments of conformance and effectiveness of its policies, procedures, and supporting measures and metrics.

### 22-STA-05 Third Party Agreements

Supply chain agreements (e.g., SLAs) between providers and customers (tenants) shall incorporate at least the following mutually-agreed upon provisions and/or terms:

- a) Scope of business relationship and services offered (e.g., customer (tenant) data acquisition, exchange and usage, feature sets and functionality, personnel and infrastructure network and systems components for service delivery and support, roles and responsibilities of provider and customer (tenant) and any subcontracted or outsourced business relationships, physical geographical location of hosted services, and any known regulatory compliance considerations)
- b) Information security requirements, provider and customer (tenant) primary points of contact for the duration of the business relationship, and references to detailed supporting and relevant business processes and technical measures implemented to enable effectively governance, risk management, assurance and legal, statutory and regulatory compliance obligations by all impacted business relationships
- c) Notification and/or pre-authorization of any changes controlled by the provider with customer (tenant) impacts
- d) Timely notification of a security incident (or confirmed breach) to all customers (tenants) and other business relationships impacted (i.e., up- and down-stream impacted supply chain)
- e) Assessment and independent verification of compliance with agreement provisions and/or terms (e.g., industry-acceptable certification, attestation audit report, or equivalent forms of assurance) without posing an unacceptable business risk of exposure to the organization being assessed
- f) Expiration of the business relationship and treatment of customer (tenant) data impacted

- g) Customer (tenant) service-to-service application (API) and data interoperability and portability requirements for application development and information exchange, usage, and integrity persistence

**22-STA-06 Service Level Governance Reviews**

Providers shall review the risk management and governance processes of their partners to ensure that practices are consistent and aligned to account for risks inherited from other members of that partner's cloud supply chain.

**22-STA-07 Service Level Metrics**

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for maintaining complete, accurate, and relevant agreements (e.g., SLAs) between providers and customers (tenants), with an ability to measure and address non-conformance of provisions and/or terms across the entire supply chain (upstream/downstream), and for managing service-level conflicts or inconsistencies resulting from disparate supplier relationships.

**22-STA-08 Third-Party Assessment**

Providers shall assure reasonable information security across their information supply chain by performing a regular review. The review shall include all partners upon which their information supply chain depends.

**22-STA-09 Third-Party Audit**

Third-party service providers shall demonstrate compliance with information security and confidentiality, service definitions, and delivery level agreements included in third-party contracts. Third-party reports, records, and services shall undergo audit and review at planned intervals to govern and maintain compliance with the service delivery agreements.

## 22. Service Level Management, Transparency, and Accountability

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.



## 23. Threat and Vulnerability Management

### 23-TVM-01 Anti-Virus and Malicious Software

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of malware on organizationally-owned or managed user end-point devices (*i.e.*, issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.

### 23-TVM-02 Vulnerability and Patch Management

Policies and procedures shall be established, and supporting business processes and technical measures implemented, for timely detection of vulnerabilities within organizationally-owned or managed (physical and virtual) applications and infrastructure network and system components, applying a risk-based model for prioritizing remediation through change-controlled, vendor-supplied patches, configuration changes, or secure software development for the organization's own software. Upon request, provider shall inform customer (tenant) of policies and procedures, especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.

### 23-TVM-03 Mobile Code

Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of unauthorized mobile code, defined as software transferred between systems over a trusted or untrusted network and executed on a local system without explicit installation or execution by the recipient, on organizationally-owned or managed user end-point devices (*e.g.*, issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.

### 23-TVM-04A Specific Vulnerabilities

The vendor and City shall include a set of specific vulnerabilities that shall not be found in the cloud service. If not otherwise specified, then the cloud service shall not include any of the flaws described in the latest promulgated “OWASP Top Ten Most Critical Web Application Vulnerabilities” and “CWE/SANS TOP 25 Most Dangerous Software Errors.”

### 23. Threat and Vulnerability Management

Please provide a short narrative that describes the controls you have in place for the Cloud Security Alliance Cloud Security Matrix control domain listed above. Consult the detailed controls to help clarify the topic. You do not need to directly answer each of the detailed controls; however, your answer must allow us to gain a thorough understanding of your control environment for the domain. You may optionally provide documentation to support your answer in an appendix that you supply. We reserve the right to request documentation that substantiates your answers, such as, copies or examples of policy, examples of metrics, assessments, agreements, architectural or data flow diagrams, reports of compliance, etc.

### Option 3 – Questionnaire

In some cases, it may be easier for the vendor to answer specific questions instead of creating the narrative to answer the questions. These questions are taken from the Cloud Security Alliance Consensus Assessments Initiative Questionnaire. The information is the same as in Option 2, but in a format that helps guide the vendor through comprehensively answering the questions.

The questionnaire is added as an attachment to this document.