



REQUEST FOR PROPOSALS

For

Installation, Equipment, and Maintenance
for a Digital Logging Recorder System
RFP #02-12

Issued On: February 1st, 2012

Due Date: March 9th, 2012

Administered by: Kimberly Culp, Executive Director

REQUEST FOR PROPOSAL
LARIMER EMERGENCY TELEPHONE AUTHORITY

EXECUTIVE SUMMARY

The Larimer Emergency Telephone Authority (“LETA”) was created in 1990 through an Intergovernmental Agreement (“IGA”) between Larimer County, Colorado, and the cities, towns, fire districts and hospital districts located within the County. Pursuant to the IGA, LETA is responsible for the administration of 9-1-1 services in Larimer County and is governed by a seven member Board of Directors representing the signatories to the IGA. LETA is managed by a full time Executive Director.

LETA is interested in purchasing and installing a Digital Voice Logging System (“the System”). The System shall be capable of automatically recording and providing instant playback of all telephone calls and radio traffic in a public safety environment. This Request for Proposal (“RFP”) sets forth requirements for software, hardware, maintenance, and other requirements for the System.

LETA currently supports five PSAPs. The System acquired must function in a multiple and diverse PSAP environment.

The successful vendor will be expected to install, train dispatch employees, perform periodic software upgrades, remote performance monitoring, and long-term maintenance support for the System. The requirements of this RFP presume a complete turnkey Digital Voice Logging Recorder reflective of current industry standards.

Proposals shall be considered only from firms that are firmly established in an appropriate business, who are financially responsible, and how have the resources and ability to offer services in a professional manner. LETA may request additional information as deemed necessary. Failure to provide such information shall result in the proposal being considered non-responsive.

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SEALED COMPETITIVE PROPOSAL FOR:
LARIMER EMERGENCY TELEPHONE AUTHORITY
Installation, Equipment, and Maintenance for a Digital Logging Recorder System
(RFP# 02-12)

REQUEST FOR PROPOSAL COVER SHEET

DATE: February 1st 2012

PROPOSAL TITLE: Larimer Emergency Telephone Authority Emergency 9-1-1
Phone System (RFP #02-12)

DIRECT INQUIRES TO: Kimberly Culp, LETA Executive Director
PHONE NO: (970) 962-2170
EMAIL: kculp@leta911.org

RETURN PROPOSALS TO: Attn: Kimberly Culp, LETA Executive Director
Larimer Emergency Telephone Authority
380 N. Wilson Ave
Loveland, CO 80538

PROPOSAL DUE DATE: March 9th, 2012 at 4pm Mtn

NUMBER OF COPIES: 2 (two) signed originals and 1 (one) electronic copy
submitted in a PDF file to Ms. Culp at:
Larimer Emergency Telephone Authority
380 N. Wilson Ave
Loveland, CO 80538
970-962-2170
kculp@leta911.org

INVITATION TO SUBMIT PROPOSALS

The Larimer Emergency Telephone Authority (LETA) invites Vendors who have an interest or are known to do business in Digital Voice Logging Systems to submit a Proposal in response to this RFP. All interested Vendors who are not directly contacted are also invited to submit a proposal. This Request for Proposal is subject to terms and conditions on attached sheets.

IMPORTANT:

- 1) Vendors should read the entire document before submitting Information.
- 2) **Proposal MUST BE SIGNED IN INK.**
- 3) The Proposal must be a firm offer open for 120 days from the Proposal due date.
- 4) Please complete the below and return this page with the Proposal attached.

Vendor Name	
Vendor Address	
Vendor Contact Person	
Vendor Contact Person phone number	
Vendor Contact Person Email	

Handwritten signature by Authorized Officer or Agent of Vendor (in ink)

SCHEDULE OF EVENTS

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	LETA Executive Director	February 1 st , 2012
2.	Pre-Proposal Conference	LETA Executive Director	<u>OPTIONAL</u> Via Conference Bridge Only no on site meeting available. Friday February 10 th , 2012 at 9am mtn 1-866-906-9888 Passcode 4146304 #
3.	Deadline to submit intent to bid	Vendor	Wednesday, February 15 th , 2012
4.	Deadline to submit questions	Vendor	Friday, February 24 th , 2012 4pm Mtn.
5.	Response to Written Questions/RFP Amendments	LETA Executive Director	Wednesday, February 29 th , 2012 5pm Mtn.
6.	Submission of Proposals	Vendor	Friday, March 9 th , 2012 by 4pm Mtn.
7.	Proposal Evaluations	LETA Executive Director	March 9 th – March 23 rd , 2012.
8.	Selection of Finalists	LETA Executive Director	By Friday March 23 rd , 2012
9.	Best and Final Offers from Finalists	Vendor	Friday March 30 th , 2012
10.	Oral Presentation and / or Product Demonstrations by Finalist(s)	Vendor	Week of April 9 th and / or week of April 16 th .
11.	Finalist Vendor (s) selected	Evaluation Team	Friday April 20 th , 2012
12.	Site visit(s) of Operating Systems	Evaluation Team	April 23 rd – May 18 th , 2012
13.	Finalize Contract	LETA Executive Director, LETA Attorney, Vendor	April 23 rd – May 31 st , 2012
14.	Contract Award	LETA Board of Directors	June 6 th , 2012
15.	Protest Deadline	Vendor	June 29 th , 2012
16.	System installation complete at all 5 PSAPs in Larimer County	Vendor, LETA, PSAPs	Friday August 31 st , 2012
17.	Warranty Period	Vendor	During installation of the system and 90 days post installation of the final PSAP.
18.	Maintenance Period	Vendor	3 years from end of Warranty Period.

LETA reserves the right to change the schedule of events

NOTICE OF INTENT TO BID LETA'S RFP #02-12

VENDOR'S NAME

VENDOR'S TAX IDENTIFICATION NUMBER

NAME OF CONTACT PERSON

VENDOR'S ADDRESS STREET AND NUMBER

CITY
CODE

STATE

ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

This information should be emailed or faxed to the Executive Director at the address provided below on or before Wednesday February 15th, 2012

**Kimberly Culp, Executive Director
Larimer Emergency Telephone Authority
380 N. Wilson Ave
Loveland CO 8053
kculp@leta911.org
Phone: (970) 962-2170**

I. DEFINITIONS

1. “Acceptance” or “Acceptance Criteria” means the acceptance of the successful Implementation of the complete “System” and successful completion and delivery of all Deliverables as set forth herein. Since the installation involves multiple PSAPs, acceptance occurs after a successful installation at the final PSAP.
2. “Agreement” means Agreement accompanying this RFP #02-12 as Appendix “B”.
3. “Applicable laws” means all laws, ordinances, rules, regulations, orders, interpretations, requirements, standards, codes, resolutions, licenses, permits, judgments, decrees, injunctions, writs and orders of any court, arbitrator, or governmental (federal, national, state, municipal, local or other, having jurisdiction over a party and the location where a particular element of the Deliverables is performed) agency, body, instrumentality or authority that are applicable to any or all of the parties, the Deliverables or terms of the Agreement, including all environmental and hazardous materials laws which are applicable to the Deliverables.
4. “Bug” means any error, flaw, mistake, failure, or fault in a computer program source code, operating system or hardware component that produces an incorrect or unexpected result. Bugs may trigger errors that can in turn have a wide variety of effects, with varying levels of inconvenience to the user of the system, program or hardware. Some bugs have only a subtle effect on the program’s or hardware’s functionality. More serious bugs may cause the software program to crash or freeze or hardware components to fail causing a denial of service to the user.
5. “Compatible” means economically efficient.
6. “Deliverables” means the System, including but not limited to the hardware and software components, maintenance, training, security/disaster recovery, warranty and the design specifications delivered pursuant to this RFP and Vendor’s responding Proposal.
7. “Error”, means any failure of the System, including but not limited to the hardware and software components, to operate in material conformity with the Specifications set forth herein.
8. “Field” or “From the Field” shall refer to a person working outside of the office, either on scene of a critical incident or mobile and not able to have timely access to a computer.
9. “Implementation” means the System is operational which includes completion of the development of the System, design, installation, setup, customization, conversion, testing, training, and other services necessary to configure the software to meet the functionality described in Section III.
10. “Larimer Emergency Telephone Authority” (LETA) means the governmental entity created by the Members and responsible for the administration of and the coordination of 9-1-1 services to the Members.
11. “Members” means all PSAPs and Governmental entities in Larimer County, Colorado.
12. “NG” means next generation 9-1-1. NG 9-1-1 is a system comprised of hardware, software, data to provide standardized interfaces from call and message services, process all types of emergency calls including non-voice (multi-media) messages, acquire and integrate additional data useful to call routing and handling, deliver the calls/messages and data to the appropriate PSAPs and other appropriate

emergency entities, provide a secure environment for emergency communications and the recording of all communications that occur in the PSAP.

13. "Proposal" or "Vendor Proposal" means the formal response by the Vendor to this RFP.
14. "PSAP" or "Public Safety Answering Point", means the Loveland Police Department Communications Center, the Fort Collins Police Department-Poudre Emergency Communications Center, Colorado State University Police Department Communications Center, the Larimer County Sheriff's Department Communications Center, and the Town of Estes Park Communications Center.
15. "RFP" or "Request for Proposal", means solicitation of a formal Proposal to provide LETA with a digital logging recorder to implement the System specified in Section III of this document. The Proposals shall be used in part to determine which Vendor will be selected as the successful Vendor.
16. "Services", includes but shall not be limited to, Implementation, Warranty services and Maintenance services provided for hereunder.
17. "Specifications" means LETA's requirements for software, hardware, Warranty, Maintenance, Training, and the Security/Disaster plan and services as described in Section III of this RFP and the responding Proposal.
18. "System" shall refer to the developed software, hardware, and processes that are the subject of this RFP.
19. "System Documentation" means all user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, a complete AS BUILT of the final installation, and other information provided by the successful Vendor relating to the System, whether distributed in print, electronic, or video format.
20. "Vendor" means the entity or person submitting a Proposal to this RFP.
21. "Vendor's Software" means the software used in the development or operation of the System and was previously developed by the Vendor.
22. "Warranty" means the time between the first installation and 90 days post final installation.

II. ADMINISTRATIVE INFORMATION

- A. ISSUING OFFICE: This Request for Proposal is issued by the Larimer Emergency Telephone Authority (LETA). LETA's Executive Director, Kimberly Culp, is the sole point of contact on this RFP. Upon issuance of this RFP all Vendors are prohibited from contacting any Members or representatives of LETA including but not limited to PSAP employees and representatives, LETA Board of Director members, consultants, attorneys, and members of any evaluation team engaged by LETA. The Executive Director should be contacted should any questions arise regarding the identity of such persons. Any attempts to contact such persons shall be grounds for disqualification of Vendors under this RFP.
- B. PURPOSE: LETA is seeking proposals from Vendors who can provide a System for LETA in accordance with the scope and specifications as set forth in this RFP.
- C. SCOPE: This RFP contains the instructions governing the Proposal to be submitted and the material to be included therein, including mandatory requirements which must be met to be eligible for consideration. Do not submit only marketing and technical brochures about the product being proposed.
- D. OTHER SOLUTIONS: Vendors are invited to identify other solutions or Specifications that will provide the essence of the Deliverables sought in this RFP and will allow LETA to accomplish its purpose.
- E. INQUIRIES: Prospective Vendors may make written inquiries concerning this RFP for the purpose of obtaining clarification of the requirements as set forth herein, or for other appropriate and timely inquiries regarding this RFP. Inquiries should be sent via email to:

Kimberly Culp, Executive Director
kculp@leta911.org

Response to Vendor's inquires will be made in writing and delivered via e-mail. Any oral interpretations or clarifications to this RFP shall not be relied upon. All changes to this RFP must be in writing and accepted by LETA to be valid. Vendors may request a mailed copy of responses by contacting the LETA Executive Director.

- F. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the Vendor prior to the proposal due date. The Proposal must be a firm offer open for 120 days from the proposal due date.
- G. PROPOSAL SUBMISSION: Proposals must be received on or before the date and time indicated in the Schedule of Events. Late Proposals will not be accepted. It is the responsibility of the Vendor to ensure that the Proposal is received on or before the Proposal closing date and time. Vendors mailing their Proposals shall allow sufficient mail delivery time to ensure timely receipt of their Proposals. The Proposal package shall be delivered or sent by mail to:

Kimberly Culp, Executive Director
Larimer Emergency Telephone Authority
380 N. Wilson Ave
Loveland, CO 80537
kculp@leta911.org

The LETA Request for Proposal Cover Sheet must be signed in ink by an officer or other representative of the Vendor legally authorized to bind the Vendor to the Proposal. Proposals that are determined to be at variance with RFP requirements may not be accepted. Proposals must be submitted in a sealed package displaying the following information on the outside of the envelope:

VENDOR'S NAME & ADDRESS
BID TITLE
RFP – NO #02-12

Two (2) copies of the response should be sealed in a package marked “Response to RFP 02-12”

Vendors must also submit their response electronically by emailing or mailing a copy of their response in a portable document format (PDF) to kculp@leta911.org with a subject of “Response to RFP 02-12”.

- H. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided to each Vendor who received the original RFP, or who responded to the RFP. It is the responsibility of Vendors, prior to the proposal due date, to inquire as to addenda issued and ensure their Proposal reflects any and all changes.
- I. VENDOR'S INTERVIEWS: Vendors who are deemed most qualified after initial evaluation may be asked to interview.
- J. COST DATA/BUDGET: Proposals must include the detailed cost to LETA for each Deliverable as set forth. Estimated proposal costs are not acceptable.
- K. COLORADO OPEN RECORDS: Following the final award process, proposals may be considered public records after opening pursuant to the applicable provisions of the Colorado Open Records Act. LETA will make reasonable efforts to notify the Vendor of any request for disclosure and it will be the responsibility of the Vendor to object and to pursue any legal actions pursuant to Colorado law. The Vendor shall notify LETA within twenty-four (24) hours of notification by LETA of request for disclosures of Vendor's objection to disclosure and the Vendor's intent to pursue lawful protection under Colorado law. Any confidential, proprietary, or otherwise sensitive information contained in or with any response is subject to potential disclosure. By submitting such information the Vendor waives any recourse in respect to disclosure by LETA under the Colorado Open Records Act.

L. RFP RESPONSE MATERIAL OWNERSHIP: The Proposal and all material submitted by the Vendor regarding this RFP shall become the property of LETA. LETA reserves the right to use any and all information and material presented in the Response to the RFP, subject only to limitations otherwise set forth herein. This right is not eliminated if the Vendor is not selected or disqualified.

M. BID SUBMITTAL PROCESS

1. Late proposals will not be accepted or considered.
2. Proposals must address all RFP requirements.
3. Partial or incomplete Proposals will be rejected.
4. All costs incurred by the Vendor while preparing the Proposal, or costs incurred in any other manner by the Vendor in responding to this Proposal will be the responsibility of the Vendor.
5. Vendors shall furnish all the information required by this RFP and are expected to examine all instructions and specifications provided herein. Should the Vendor find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any response, it shall be the responsibility of the Vendor to call such matters to the attention of the LETA Executive Director pursuant to the inquiry procedure. Failure to do so will be at the Vendor's risk. All official changes to this RFP will be issued in writing by the Executive Director.
6. Any final selected Vendors, will be required, at their own expense, to make a formal presentation of their Proposal to the evaluation team and possibly to the LETA Board. Presentations must include at a minimum an outline and overview of the Vendor's proposed solution, implementation process, maintenance, a demonstration of their operating system and a description of hardware components.
7. The selection of the successful Vendor will be announced to the selected Vendor by telephone and in writing.

N. RIGHTS RESERVED: While LETA has every intention to award an Agreement as a result of this RFP, issuance of this RFP in no way constitutes a commitment by LETA to make such an award. Upon a determination that such actions would be in its best interests, LETA in its sole discretion reserves the right to:

1. Waive any formality;
2. Cancel or terminate this RFP, at any time, without penalty;
3. Reject any or all Proposals received in response to this RFP;
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP, which would result in any significant impact on any Proposals;
5. Make any investigations it deems necessary to evaluate the Vendor's ability to perform;
6. Not award, or if awarded, terminate any Agreement if LETA determines adequate funds are not available, or it elects not to pursue this project.
7. To seek clarification of Proposals. Vendors shall designate a contact person and telephone number for questions that may arise during the Proposal evaluation period as designated on the RFP Cover Sheet.

8. Issue amendments in the form of addenda to this RFP prior to the date of the Proposal. Copies of such addenda will be provided to interested Vendors who have submitted a notice of intent to submit a Proposal.
9. Issue amendments after the date of Proposal openings. All Vendors submitting Proposals will be sent any such amendments.

O. ACCEPTANCE OF PROPOSAL CONTENT AND AGREEMENT TERMS:

The contents of the Proposal of the successful Vendor will become contractual obligations to the extent consistent with the terms of the Agreement, this RFP, and the Proposal. Failure of the successful Vendor to accept these obligations in the Agreement may result in cancellation of the award, and such Vendor may be removed from future solicitations. The submission of a Proposal acknowledges the willingness of the Vendor to enter into the Agreement in a form substantially consistent with Appendix "B", which is attached to this RFP and incorporated herein by this reference.

- P. NON-DISCRIMINATION: The Vendor shall comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.
- Q. PARENT COMPANY: If a Vendor is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the Proposal.
- R. NEWS RELEASES: News releases pertaining to this RFP shall not be made prior to execution of the Agreement without prior written approval of LETA.
- S. TAXES: LETA is a purchaser designated as a tax exempt organization, however, when materials are purchased, the Vendor may be required to pay sales tax even though the ultimate product or service is provided to LETA. This sales tax will not be reimbursed by LETA.
- T. ASSIGNMENT: The Vendor may not assign any portion of the Agreement and may not subcontract any part of the Agreement or Services to be performed without the prior written consent of LETA.
- U. AVAILABILITY OF FUNDS: Financial obligations of LETA payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in subsequent fiscal years. In the event funds are not appropriated, any contractual obligations related thereto will become null and void, without penalty or liability to LETA.
- V. RELATED EXPERIENCE STATEMENT: The Proposal must contain a statement of Vendor's prior experience in similar government projects, including:
1. A detailed list of all installations in the last 24 months from the issuing date of this RFP. The list must include agency name, agency contact, and contact information.

2. Description of Vendor's management, technical expertise and a listing of its projects and accomplishments in developing, installing and implementing a voice logging system.
3. At least eight references from similar projects (include name, address, telephone number, a description of the project to which the reference relates and the date the project was completed).
4. Written authorization providing LETA the right to contact previous installations and references to discuss past performance of Vendor or their employees, with respect to its successful performance of other services.

W. PREPARING AND SUBMITTING A PROPOSAL: The evaluation and selection of a Vendor will be based on the information submitted in the Vendor's proposal, required on-site visits or oral presentations and such other information gathered by or made available to LETA through the evaluation process.

Each point by point response from the bidder must be answered with one of the following responses:

Understood – The Vendor completely understands the specific requirement, conditions and/or desires that the RFP has set.

Comply – The proposed solution will fully meet requirements, and functionality is currently supported in the current product software release.

Exception – The proposed solution complies partially with this requirement. Any exception must be explained. If a Vendor takes exception but an alternative to the requirement is recommended, the alternative must be explained and any cost identified. Exceptions will be evaluated and considered but are not necessarily acceptable solutions to the requirement as expressed.

Does not Comply – The proposed solution does not fully comply with this requirement.

Explanation – Response requires an answer to a question rather than a stated requirement.

1. Proposal Organization and Format: Proposals should be typed and submitted on 8.5 by 11 inch paper. Proposals should be organized and presented in the order as specified below. Proposals must be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:
 - a. Invitation to submit proposals (signed)
 - b. Cover Letter
 - c. Executive Summary
 - d. Vendor Profile
 - e. System Specification Requirements (point – by – point response to the RFP)
 - f. System Diagrams

- g. System Options
- h. Hardware Specifications (by PSAP)
- i. Software Specifications
- j. Maintenance
- k. Warranty Information
- l. Pricing
- m. References/ Install Base List/Project Manager References and Project timeline
- n. Form of Agreement

X. **EVALUATION OF PROPOSALS:** The Executive Director will coordinate the evaluation of Proposals in accordance with the evaluation factors stated below. Such evaluation may include consideration of Proposals by an evaluation committee appointed by the Executive Director. After the initial review of the Proposals, the Vendors may be asked to make an oral presentation/demonstration in support of their proposals. Upon final considerations, the Executive Director will make recommendations to LETA. The LETA Board of Directors will make the final selection decision.

Proposals will be evaluated considering, but not necessarily limited to, the following criteria:

1. The overall approach to the project.
2. Vendor's qualifications.
3. The number of successful Systems deployed by Vendor for Government agencies that are similar to the solution being proposed for LETA
4. Completeness of Proposal.
5. References.
6. The warranty, maintenance and upgrade plan in the Proposal.
7. Ease of use of proposed solution.
8. The ability of the Vendor to provide a networked solution utilizing the public safety Ethernet network.
9. Backup/Disaster Recovery capabilities.
10. Security Practices
11. Schedules for delivery and installation.
12. Total costs.

For Vendors that are Finalists

1. Vendor Financial Strength. This information will only be requested from those vendors selected for the short list. (Only 1 Copy is required)

All financial information shall be safeguarded to the extent permissible under applicable Colorado law.

LETA reserves the right to perform a credit check and a complete fiscal review of those companies that are selected as finalist.

Provide an annual financial report or audited financial statement for the past three (3) years

- Number of years of profitability
- What were the total revenues firm wide for the prior fiscal year (\$000)?
- What was total net income for the prior fiscal year (\$000)?
- Provide known litigations

- Y. AWARD: After Proposals are opened, meetings may be held with the Vendors determined to be most responsive. Discussion may be held to clarify requirements and to make minor adjustments in services to be performed and in related costs. Any change to the Proposal shall be submitted and confirmed in writing by the Vendor. LETA reserves the right to select, at its sole discretion, the Vendor it deems most appropriate for the project, if any.

III. SCOPE OF WORK AND SPECIFICATIONS FOR THE DELIVERABLES

A. Scope of Work/Deliverables

For LETA's Background, Mission, Vision, Value's please visit our web site at www.leta911.org

1. Public Safety Answering Points

The LETA 9-1-1 System covers five (5) PSAPs. The 9-1-1 PSAPs in Larimer Emergency Telephone Authority are as follows;

- Loveland Police Department Communications Center
810 E. 10th Street, Loveland CO 80537
- Larimer County Sheriff's Department Communications Center
2501 Midpoint Dr, Fort Collins CO 80525
- Colorado State University Police Department Communications Center
Colorado State University – Green Hall
750 Meridian Ave, Fort Collins CO 80523
- Town of Estes Park, Estes Park Police Department Communications Center
170 MacGregor Ave, Estes Park CO 80517
- City of Fort Collins, Poudre Emergency Communications Center
2221 Timberline Ave, Fort Collins CO 80524

2. Current Status

The population in Larimer County is *estimated* for 2012 to be 312,000 residents.

CenturyLink provides the 9-1-1 trunks for all PSAPs in Larimer County.

LETA has 5 PSAPs that extend boundaries into neighboring counties. Those counties are: Larimer, Boulder, and Weld. The PSAPs are equipped with Computer Aided Dispatch Systems, (Tiburon and Tritech). Each PSAP operates on the State Motorola 800 MHz radio system. However Loveland will be replacing their current radio system with the MCC 7500 IP solution. Each PSAP is in the process of replacing their current phone system with microDATA xT911 VOIP phone system. The replacement of the phone systems will be complete by April 2012. The microDATA solution is a hosted / shared system across the PSAPs in Larimer County. The Loveland and Fort Collins PSAPs will host phone servers that the PSAPs will connect to through a secure Ethernet Network provided by CenturyLink. The hosted solution will provide redundancy and load sharing across the network.

Today in our current recording environment, each PSAP has a recording unit for recording their radio and phone traffic that originates at their PSAP. Hardware and software is located at each PSAP and each PSAP is able to record, retrieve, and playback their local recordings.

Current Status of PSAPs

PSAP	9-1-1 Trunks	ADMIN Lines	Ring Down Lines	Positions	CAD	Radio	Logger	Calls Processed in 2010
Loveland	24	16	8	10 console positions that operate phone and radio	Tritech	State Motorola 800 mHz – will be upgrading to State Motorola a 800 mHz 7500 IP solution in 1 st quarter of 2012.	NICE	911 calls – 28,349 Emergency Alarm Lines – 3,569 ADMIN – 133,479 Ring downs – 8,721 TDD - 330
Larimer County	0	9	5	9 console positions that operate phone and radio.	Tiburon shared CAD system networked on a county wide fiber.	State Motorola , 800 mHz	NICE	911 calls -6,319 ADMIN – 97,591 Ring Down – 12,258
CSU-PD	CSU is a PS ALI site and handles 9-1-1 and ADMIN calls for campus housing. Wireless and VOIP calls do not route to this PSAP.	18	2	3 console positions that operate phone and radio.	Tiburon shared CAD system, networked on a county wide fiber.	State Motorola 800 mHz	NICE	911 calls – 1,690 ADMIN – 26,757 Call box lines -24 Elevator lines – 417 Ring down lines- 1067 TDD – 36
Estes Park	0	8	5	4 console positions that operate phone, only 3 operate phone and radio	Tiburon share CAD system, networked on a county wide fiber.	State Motorola 800 mHz	NICE	911 calls – 4,313 ADMIN Calls – 56,689 Ring down- 3,001
Fort Collins	20	15	5	16 console positions. 12 console positions operate	Tiburon share CAD system network	State Motorola 800 mHz	NICE	911 calls - 54,534 ADMIN Calls – 94,871 TDD – 4,360 Call box – 113 Ring Down - 900

				phone and radio, 4 operate only phone.	ed on a county wide fiber			
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3. Project Objectives

LETA is interested in obtaining a new Digital Logging Recorder system capable of recording all phone and radio audio for emergency services that originate at the PSAPs in Larimer County. The new System shall be a digital voice recording and playback unit that supports multi-channel, simultaneous recording, and multi user playback.

The System must be capable of recording radio and phone in an analog and I/P format.

The System must have the ability of online records recall and retention of 13 months. The System must be fully redundant.

LETA is interested in ongoing reduced system replacement costs, remote monitoring of system status, and the possibility of placing a recorder on the Ethernet Network that is connecting the PSAPs.

The identified requirements focus on supporting a complete turnkey Digital Logging Recorder that complies with APCO and NENA NG9-1-1 industry standards.

4. Deliverables

- a. **Software**, what are the software requirements that are needed for the System.
- b. **Hardware**, what are the hardware specifications for the System.
- c. **Maintenance**, services plan that meets the Specifications as set forth herein.
- d. **Training**, services and materials as set forth herein.
- e. **Security/Disaster Recovery**, plan as specified herein.
- f. **Warranty** services plan that meets the Specifications as set forth herein.

B. System Specifications / Requirements

The proposed System shall meet the functional, technical, and service requirements detailed as follows. Vendors shall respond to each requirement by responding with a narrative description providing enough detail to fully understand the system. Provide diagrams and screen shots where these will aid in understanding.

- 1. **Software Requirements.** If any software license requirements are needed, LETA requests costs for an enterprise licensing for the LETA agencies.

2. Any and all software requirements must be disclosed by the Vendor. This would include operating system compatibility along with support applications and version requirements.
3. The System shall be designed to record in a 24/7/365 continuous operation.
4. Recording equipment must provide a minimum of 120 channels for recording collectively if proposed on a shared system.
5. If Vendor proposes a recording solution at each PSAP, the minimum channels needed for recording are;
 - a. CSU PD 16 Channels
 - b. Estes Park PD 16 Channels
 - c. Larimer County SO 24 Channels
 - d. Loveland PSAP 32 Channels
 - e. Fort Collins PSAP 32 Channels
6. The System shall provide instant playback for all phone and radio being recorded.
7. The System shall have the ability to provide unattended and automatic archiving per user defined schedule.
8. The System shall have the ability to record and capture information from the existing and future equipment;
 - a. Tritech CAD
 - b. Tiburon CAD
 - c. microDATA XT911 Phone System
 - d. Motorola Gold Elite
 - e. Motorola MCC 7500 IP
9. The System shall have the ability to screen capture within the CAD LAN.
10. The System must have the ability to record in a SIP (session Initiated Protocol) environment.
11. The System must be a turnkey, self-contained unit. This indicates that all services, recorder hardware, and/or other needed software will be located in a single machine provided by the Vendor or in multiple machines all supplied by the Vendor.
12. The System must be fault tolerant with redundancy built-in, included dual hot swappable hard drives, power supplies, fans, and CPU's, utilizing appropriate RAID technology.
13. The System must have a bugger such as a hard disk where the data will reside before being sent to the archive system. The archive system must be fully redundant for 13 months of records retention. No Systems that use volatile RAM resources for short-term storage will be accepted.

14. The System must allow for simultaneous recording on all channels, playback on multiple remote workstations, and multiple channel playback without loss of any data and without deterioration to the rest of the system processes.
15. The System must be equipped for expansion in such a way that if expansion or new capability is acquired this can be accomplished by installation of new port cards, circuit boards, software upgrades, etc.
16. The System must be capable of accepting data, such as ANI/ALI, from an external data source and post the appropriate alphanumeric field to the appropriate recorded call.
17. The System must be able to natively store records in standard audio format including, WAV, MP3, etc. There shall be no need for any additional steps to create the audio file for records distribution by conversion from a proprietary format.
18. The System must keep track of time and date and interface with customer provided Spectracom NetClock.
19. The System shall have a comprehensive reporting/ audio retrieval system that allows audio to be sorted and searched based on the following criteria:
 - a. Radio ID
 - b. Radio Alias
 - c. Site ID
 - d. Zone ID
 - e. Position
 - f. Line
 - g. ANI
20. Version upgrades, fixes, and maintenance to the System shall only be applied after tested in a production environment. The Vendor shall be responsible for systematically deploying upgrades, fixes, and maintenance to the System. If the recording solution is located in each PSAP, the Vendor shall only upgrade one PSAP at a time. Each fix, change, upgrade, must have the ability to roll back to previous operating conditions if problems arise.
21. The System must have Administrator, Individual User access levels. The Administrator must have the ability to set up different user rights and privileges for each individual. The Vendor must describe how their System handles;
 - a. Authentication
 - b. Security of voice file transfer
 - c. Audit of who has accessed a recording

22. The System shall provide multiple levels of security down to the channel level.
23. The System shall allow authorized access of selected – recorded audio either at the recorder or by use of an optional remote workstation. Describe or provide a copy of the audit trail for a recording.
24. The System shall support multiple playback channels simultaneously and also provide variable speed playback. Vendor shall describe its simultaneous channel playback capabilities. Playback shall not interrupt the recording of any channel.
25. The System must support commonly used printers and fax machines allowing the user to print reports.
26. The Vendor must include the minimum hardware requirements for operating the System at each PSAP.
27. The System shall have one or more of the following means of activating and deactivating the record function;
 - a. Record continuously
 - b. Record during voice activity
 - c. Record while the off – hook signal contact is closed
 - d. Record while telephone line voltage indicates off-hook
28. The System shall have an audible alarm notification at a console that is designated by the various dispatch centers to alert of any failure or outage on the system. The Vendor shall provide examples of your System’s diagnostic capabilities.

The System must provide the following;

 - a. Bootup system test and ongoing self-checking tests
 - b. An error log to keep track of alerts, error messages, and conditions
 - c. Channel inactivity alert that will notify the user if a particular channel is inactive for a user defined period of time.
29. Redundant Architecture. The System will be designed with redundancy. The Vendor must describe how their proposed solution is fully redundant.
30. Open Interface to Other Applications: The solution must have proven integration with many third party applications to include; CAD, Radio, and Phone Systems.
31. LETA would prefer a solution that includes the Vendor providing the following:
 - a. Physical support of the system
 - b. 3 years of Software upgrades to the system
 - c. 3 years of all hardware support and all hardware replacement for defects, failure, or needed upgrades to maintain superior performance of the System.

C. Next Generation 9-1-1

The Vendor must provide a commitment to LETA that they will provide software, equipment and/or services that meet, are capable of meeting, and /or that will meet NENA NG9-1-1 requirements and standards now available or as they become available in the future.

1. The Vendor shall describe their development status for Next Gen 9-1-1, what they have to offer, and if they are currently following NENA recommendations, requirements, and standards. Once a standard is adopted by NENA the Vendor must commit to complying with NENA standards within six (6) months after formal availability. The cost to comply with NENA's NG standards is solely the responsibility of the Vendor.
2. The Vendor shall describe the programs it is participating in to test their NG System with products from other Vendors.

D. Open Source Reliance

The Vendor shall describe if the proposed solution utilizes open source software/products and detail what, if any, are utilized. The Vendor shall describe how product enhancement control is maintained independent of open source community advances. The Vendor shall describe any risk associated with utilization of open source software.

E. License Fees for Vendor's Software

1. Vendor will provide its license fees ("License Fees") for licensing Vendor's Software as follows:
 - a. A server based license for each Member.
 - b. Seat licenses for each Member
 - c. LETA is always interested in a solution that provides "enterprise licensing". Please discuss this possibility with your response.

F. Acceptance Standards

1. LETA may inspect and test all Deliverables. If non-conformance to the Specifications as set forth herein occurs, LETA and the Vendor will closely cooperate to identify and correct the cause(s) of the problem(s). LETA has no obligation to accept non-conforming Deliverables.
2. LETA shall notify Vendor within sixty (60) days after deployment of any defect or error or failure of the System.
3. If LETA rejects the Deliverables or any portion thereof, the Vendor will, at the Vendor's option, repair, adjust, or replaced the rejected Deliverables to the satisfaction of LETA within five (5) days of notice of such rejection unless otherwise agreed to by the parties. If the Vendor is unable to correct such failure to the satisfaction of LETA within the time allotted, LETA may, in addition to any other rights LETA may have in law or equity or pursuant to this Agreement, terminate the Agreement at no cost or obligation to LETA. The Vendor shall pay

for all damages and liabilities incurred by LETA or its Members arising out of or relating to the Vendor's failure.

G. Warranty

1. The Vendor shall provide the Services specified in Maintenance.
2. The Vendor shall warrant that the System shall be free of Errors and Bugs.
3. The Vendor warrants that the System shall function properly under ordinary use and shall operate in conformance with the applicable Specifications and System Documentation from the first day of installation at the first PSAP until 90 days post acceptance of the final installation.
4. The Vendor shall warrant that no portion of the System shall contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device", "virus", or other computer components designed to (i) permit access or use of either the System or LETA's computer systems by the Vendor or a third party not authorized by the Agreement, (ii) disable, damage, or erase LETA's computer systems, or (iii) perform any other such actions.
5. The Vendor warrants that the System is, and shall continue to be, data, program, and upward compatible with any software products available or to be available. This is so the System will operate with other products without the need for alteration, emulation, or other loss of efficiency.
6. The Vendor warrants that in the event of a failure of the Vendor to produce and install the desired System pursuant to this RFP, removal of all Vendor installed hardware and software components will be at the expense of the Vendor. The Vendor must also return the PSAPs to the pre-installation status.

H. Maintenance and Support for the System

Due to the critical nature of emergency communications, the Vendor must propose a plan that addresses its ability to be prepared and able to provide service for the System 24 hours a day, 7 days a week, and 365 days a year. The Vendor shall offer a maintenance service plan that includes:

1. "Normal Maintenance" for problems that do not affect the overall performance of the System, but still require attention. The Vendor shall provide its response times under Normal Maintenance. Maximum response time is *not to exceed two business days from the time the complaint is received*.
2. "Critical Maintenance" for problems that jeopardize or degrade any part of the System. The Vendors maximum response is *2 hours, on a twenty – four (24) hour basis, to include weekends and holidays*.
3. The Vendor shall perform monthly on site physical inspection of all equipment associated with the System.

4. The Vendor shall be responsible for providing LETA and each PSAP site with methods of contacting the Vendor during business and after hours.
5. Service shall be performed with the System fully operational for 99.999% of the time. The System shall not be rendered inoperable for the purpose of routine maintenance, system software upgrades, or hardware additions.
6. The Vendor shall provide certified technicians to provide all service on the System. If service is provided by a third party vendor this needs to be clearly identified in the Vendor's response to this proposal. The physical location of the closest service technician and their back up to our area that is certified on the System must be identified.
7. The Vendor shall provide a solution that includes Active System monitoring 24 hours a day, 7 days a week, 365 days a year.
8. The Vendor shall provide pricing for software support for years 1, 2, and year 3. If there is a discount available for pre-payment of software supports please specify.

I. Hardware

1. The Vendor will provide Specifications to LETA regarding the hardware needed to successfully and efficiently implement and/or use the System. The hardware specifications must be broken down by PSAP.

J. Disaster Recovery/Backup/Security

1. Disaster Recovery

- a. The Vendor shall define any additional or special equipment or software needed to successfully back up and recover the proposed system.
- b. The Vendor will provide System Documentation (As Built Diagrams) describing the Systems operation (and/or architecture, operating system dependencies) and procedures used for performing a backup and recovery of the application and related database(s).

2. Security

- a. Security measures will be provided in accordance with the information technology industry's best practices. The major components of the security plan will include details concerning the security architecture which includes the Network, Platform, Physical, and Process.
- b. The Vendor's Physical place of business that provides remote support to the System shall provide secure access such as door keys, locks, key cards, security cameras, audible and visual alarms, and system or device labels.
- c. Process
 - i. Process security includes Vendor security policy and procedural documentation that governs the creation, use, storage, and

disposal of data, as well as the Systems and networks on which the data resides. Process will also include detailed information concerning secure access methods, as well as account and password requirements for obtaining data.

- ii. Attention will be given to the privacy of user account information, which will be strictly controlled by the access provider. The successful Vendor will not only provide the listed security best practices, but also provide for data confidentiality, data integrity, and data availability. These security items will need to be detailed in the Vendors Proposal.
- iii. Precautions will be provided by the Vendor to protect the Confidential Information in LETA's System.
- iv. The Vendor will provide the name and date of any security certification received by Vendor from a third party.
- v. The Vendor must identify how your solution will protect our System from network hackers and viruses that attempt to impede the normal operation of a system. The Vendor shall identify how their solution will sufficiently protect our System from attack.
- vi. All network interfaces connected to either a managed WAN or protected via a Virtual Private Network (VPN) through the public internet must include protection against security attacks.
- vii. The Vendor must identify your security protocols and interfaces. If additional hardware or software is required, this must be included in the core bid not priced as an option.
- viii. All PC based machines (servers and workstations) in the network shall have virus protection software installed and functioning. The Vendor shall provide for a mechanism to keep the virus protection up to date that is not dependent upon remote monitoring.

K. System Build Out

The Vendor will procure, receive, build out, and stage the entire system as outlined in the final, negotiated contract process prior to installation at the PSAP. Specifics about the Vendor's intended process for the build out must be included as part of the response to this RFP.

The equipment purchased in this RFP shall be delivered to its proper location and installed by the Vendor without additional cost or expense to LETA and at the convenience and direction of LETA. LETA shall not be deemed to have accepted any

component or piece of equipment until such time that the System has been installed and operating in accordance with the specifications contained herein.

All work shall comply with the applicable national, state, and local codes and regulations.

L. Training

1. The Vendor shall provide a plan that details training requirements associated with the Implementation of the System. All training course content will be subject to review and approval by LETA. Training would need to include training for over 60 call takers and must be accommodating to shift work.
2. Vendor's provided training shall include:
 - a. Administrator training
 - b. User training

M. Project Manager

It is required that the Vendor assign project managers who are familiar with 9-1-1 as well as the proposed system. It is a requirement that the proposal include the project manager's resume with references on similar projects. The Vendor is required to submit a task-oriented project plan detailing the system installation. The project plan must identify a start date, critical dependencies and typical timelines.

N. Pricing

1. Cost for the System
LETA is expecting detailed cost information.
2. Cash Flow
Vendor must provide a projected cash flow schedule for the project.
3. Cost for Service Plan/ Maintenance year 1, 2 and year 3.
LETA seeks pricing information on the service and maintenance plan offered. A maintenance agreement should be included in your proposal that details your services.
4. Additional costs.
This document is to seek proposals to help LETA make an informed decision. If you have provided additional information or equipment components throughout your response, provide financial information to support those items.

END OF DOCUMENT

The foregoing constitutes the full and final version of LETA's RFP #02-12

APPENDIX A

COST PROPOSAL COVER SHEET

Vendor is required to provide a supplemental cost sheet detailing costs and equipment for each PSAP.

ITEM	Purchase Cost
Solution A: Digital Voice Logging System located at each PSAP	
Solution B: Digital Voice Logging System located at the hosted PSAPs and remotely recording the audio for the other PSAPs that are connected on the Ethernet Network.	
Annual Support for Year 1: maintenance 24x7x365 phone and onsite support	
Annual Support for Year 2: maintenance 24x7x365 phone and onsite support	
Annual Software for Year 3: maintenance 24x7x365 phone and onsite support	
Cash Flow: Vendor must provide a projected cash flow schedule for the project.	
Other Costs: Broken down by Product, Service, Hardware, and Software	

APPENDIX B

**AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF A
DIGITAL LOGGING RECORDER SYSTEM FOR
LARIMER COUNTY, COLORADO**

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the Larimer County Emergency Telephone Authority (“LETA”) and _____ (“Vendor”) a corporation lawfully doing business in the State of Colorado.

WHEREAS, LETA is a Colorado statutory telephone authority authorized by Colorado law and created by an Intergovernmental Agreement between Larimer County, Colorado, and the cities and towns, fire protection districts and hospital districts located within the County; and

WHEREAS, LETA is the 9-1-1 service provider for Larimer County, Colorado; and

WHEREAS, LETA is lawfully empowered to contract for the purchase of telephone equipment and other services related to the provision of 9-1-1 services in Larimer County; and

WHEREAS, LETA recently prepared and published a Request for Proposal (“RFP”) for the purposes of purchasing a Digital Logging Recorder System (“System”) for Larimer County; and

WHEREAS, Vendor submitted a response to the RFP, hereinafter identified as “Proposal” or “Vendor’s Proposal”; and

WHEREAS, by the terms of this Agreement LETA desires to accept Vendor’s Proposal.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. RECITALS

The Parties acknowledge that the recitals set forth above are true and correct and are hereby incorporated into the body of this Agreement as if those recitals were fully set forth herein.

ARTICLE 2. INCORPORATION OF RFP AND VENDOR’S PROPOSAL

By the terms hereof, the provisions of the RFP and Vendor’s Proposal are incorporated into the body of this Agreement as if those provisions were fully set forth herein. This incorporation shall include, but shall not be limited to, the definitions, scope of work, specifications, maintenance provisions, and warranties as set forth in the RFP and Vendor’s Proposal, subject only to the clarifications and modifications set forth in this Agreement.

ARTICLE 3. SCOPE OF AGREEMENT

LETA engages Vendor to develop, deliver, implement, and maintain the Deliverables in accordance with the provisions of this Agreement.

ARTICLE 4. COMPENSATION

A. For the satisfactory installation and implementation of the System in accordance with the provisions of this Agreement, LETA shall pay Vendor the total amount of \$_____

B. LETA shall make periodic milestone payments to Vendor for such total amount as follows:

If completion of any payment milestone is delayed for any reason or dependency outside of Vendor's reasonable control, including but not limited to missed deliverables from LETA, LETA will pay to Vendor 50% of the payment due for that milestone and, as necessary, LETA and Vendor will in good faith negotiate commercially reasonable terms for modifications to the remaining milestone dates and amounts. If Vendor delays, for any reason, the agreed upon project installation dates, the Vendor will refund LETA 50% of the due payment milestone.

C. Requests for payment by Vendor in accordance with the milestone payment schedule set forth in this Agreement, shall be made by invoice(s) to be delivered by Vendor to LETA. Any amount payable by LETA shall be paid to Vendor in full within thirty (30) days.

ARTICLE 5. VENDOR'S RESPONSIBILITIES

Vendor agrees to, and is responsible for:

- A. Developing, delivering and implementing all Deliverables.
- B. Furnishing all material, labor, and supplies in such quantities and of the proper quality to professionally and timely deliver, install, and implement the Deliverables.
- C. Proceeding with diligence and promptness, and warranting that the Deliverables shall be developed, installed and implemented in accordance with the highest professional workmanship and service standards.

D. Complying with Applicable Laws.

E. Satisfying all tax and other governmentally imposed responsibilities as an independent contractor, including but not limited to, payment of state, federal and social security taxes, unemployment taxes and worker's compensation.

F. Assuming and retaining control and supervision over persons employed by Vendor in developing, installing and implementing the Deliverables.

G. Performing development, installation and implementation of the Deliverables solely at Vendor's risk, taking all reasonable precautions necessary for the proper and safe performance thereof.

ARTICLE 6. LETA'S RESPONSIBILITIES

LETA agrees to, and is and is responsible for:

A. Providing Vendor with, and hereby grants to Vendor, authority and access to contact any third parties, on behalf of LETA, in order to obtain any information necessary to facilitate Vendor's developing, delivering and implementing all Deliverables. It is understood and agreed, that prior to any contact with third parties as aforesaid, Vendor shall notify LETA in writing of the scheduling of the intended contact and the purpose and intent of such contact.

ARTICLE 7. TERM

This Agreement shall become effective and shall remain in full force and effect from the date set forth above until final completion and Acceptance of the System and for such additional time periods of maintenance services or other services as provided for herein or later agreed to by the Parties, unless sooner terminated in accordance the provisions of this Agreement.

ARTICLE 8. TERMINATION

A. Termination For Convenience by LETA.

LETA may terminate this Agreement or any services hereunder, for its convenience at any time for any reason, or for no reason, by giving Vendor written notice of termination.

B. Termination For Cause By Either Party

Either party may terminate this Agreement at any time if the other party is in material breach of any material term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of that breach from the first party and of the first party's notice of intention to terminate. Such termination for cause will become effective automatically upon expiration of the cure period in the absence of a cure of the breach.

C. Effect of Termination

Upon termination of this Agreement by LETA pursuant to subparagraph B of this Article 8, Vendor promptly will deliver to LETA, at LETA's option, all work in progress relating to the Deliverables according to the terms of this Agreement.

Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief.

D. In the event of termination of this Agreement, whenever and for whatever reason, LETA shall be entitled to complete the development and Implementation of the System.

ARTICLE 9. INFRINGEMENT

Vendor shall defend LETA, at Vendor's expense, against all claims asserted by any third party that the Vendor Software, or any part thereof, infringes upon or violates any United States patent, copyright, trademark, trade secret, or any other such proprietary right of such third party, and shall pay all reasonable costs, damages and reasonable attorney fees that may be awarded as a result of such a claim. To qualify for such defense and/or payment, LETA shall:

A. Give Vendor written notice, within two (2) business days, of its notification of any actual or threatened claim that may be covered by this Article 9;

B. Allow Vendor to control the defense and settlement of the claim;
and

C. Cooperate with Vendor, in a reasonable manner, to facilitate the defense or settlement of the claim.

LETA shall have the right, at its option and its own expense, to participate in the defense and settlement of the claim, but Vendor shall have sole and full control of such defense and settlement; provided that Vendor shall not settle the matter in a manner that imposes any liability or obligation on LETA without obtaining LETA's prior written consent, such consent not to be unreasonably withheld or delayed.

If a preliminary or final judgment shall be obtained against LETA's use of the Vendor Software, or any part thereof, by reason of any alleged infringement or violation of a third person's proprietary rights as described in this section, or if, in Vendor's opinion such Vendor Software, or any part thereof, is likely to become subject to a claim for such infringement or violation as described in this section, Vendor shall, at its expense and option either:

A. Procure for LETA the right to continue using the Vendor Software, or affected part thereof; or

B. Replace or modify the Vendor Software, or affected part thereof, so that it becomes non-infringing but only if the modification or replacement does not adversely affect LETA's rights to use same as specified herein; or

C. Accept the return of the Vendor Software and refund the price actually paid by LETA therefor.

ARTICLE 10. INDEMNIFICATION

A. Vendor shall defend, indemnify and hold harmless LETA and its employees from all actions, proceedings, claims, demands, costs, damages, attorney fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Vendor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Vendor resulting in injury or damage to persons or property during the time when the Vendor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Vendor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Vendor, the Vendor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, provide notice thereof to LETA in accordance with the notice provisions of this Agreement.

B. The indemnification obligation in this Article 10 shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Vendor under this Agreement may be retained by LETA, as necessary, to satisfy any outstanding claim that LETA may have against Vendor.

ARTICLE 11. AUDIT AND DOCUMENT RETENTION

Vendor agrees that its records which relate to compensation payable to Vendor for the Deliverables and Services rendered hereunder shall be kept in accordance with generally accepted accounting principles and shall be available for inspection by LETA or its authorized representative during regular business hours upon reasonable prior written notice. Any such audit of records shall not be conducted more than once per year and shall in any event be conducted in a manner so as not to unreasonably interfere with Vendor's normal business operations. All payments hereunder by LETA shall be subject to adjustment as reasonably determined by such audits. Such records shall be retained by Vendor for a period of three (3) years from the date of termination of this Agreement during which they will be available for possible audit as described above.

ARTICLE 12. WARRANTIES

A. Warranty Services

The Vendor warrants that the System shall function properly under ordinary use and shall operate in conformance with the applicable Specifications and System Documentation from the date of installation of the System until the first anniversary of the date of the installation of the System.

B. Vendor Representations

1. The Vendor warrants that it has not and will not enter into agreements or commitments which are inconsistent with or conflict with rights granted to LETA in the Agreement.

2. The Vendor shall warrant that upon installation the System and the design thereof shall not contain preprogrammed preventative routines or similar devices that prevent LETA from exercising its rights set forth in the Agreement or from utilizing the System for the purposes for which it is designed.

3. The Vendor warrants that the System is and shall continue to be, data, program, and upward compatible with any software products available or to be available from the Vendor so that data files created for the system can be utilized without adaptation with other products, thereby allowing the System to operate with other Vendor products without the need for alteration or loss of efficiency.

C. Remedy Under Warranty

1. In the event the warranties set forth in this Article 13, or any portion thereof is breached, LETA shall notify Vendor in writing and may elect to:

a. Require Vendor to Provide LETA with a written corrective action plan within two (2) business days of notice of any breach, which details the remedy for the breach to the satisfaction of LETA

b. Require Vendor to make all code revisions or repairs/replacements as well as revisions to associated System Documentation, at no cost to LETA in order to ensure that the System meets all warranties provided above.

c. Notify Vendor that such breach is a material breach and that the Agreement is subject to termination pursuant to the termination provisions of this Agreement.

d. Contract with a third person to remedy the breach at Vendor's cost.

e. Seek any other remedy provided by law.

f. LETA may elect one or more of the above remedies for any breach.

2. This warranty shall survive Acceptance of the System and the Deliverables.

3. The remedies specified therein shall not be exclusive remedies and shall not limit any other remedy at law or equity available to LETA.

ARTICLE 13. MAINTENANCE

Subject to Vendor's receipt of applicable payment from LETA as described in subparagraph B of this Article 4, Vendor shall provide maintenance services for the System as described in the RFP, the Proposal and this Agreement.

ARTICLE 14. TESTING AND ACCEPTANCE

A. LETA may inspect and test all Deliverables. If non-conformance to the Specifications as set forth herein occurs, LETA and the Vendor will closely cooperate to identify and correct the cause(s) of the problem(s). LETA has no obligation to accept non-conforming Deliverables.

B. Upon receipt of each Deliverable, LETA shall have thirty (30) days in which to examine the Deliverable (the "Acceptance Period"). If the Deliverable complies in material respect with the terms of the Agreement, LETA shall notify Vendor of its acceptance of the Deliverable.

C. If LETA rejects the Deliverables or any portion thereof by delivering a timely Notice of Non-Compliance, the Vendor will, at the Vendor's option, repair, adjust or replace the rejected Deliverables to the reasonable satisfaction of LETA as soon as commercially and technically practicable. Vendor shall resubmit any corrected Deliverable to LETA, and LETA shall be afforded a further Acceptance Period in accordance with this section. The notice and cure provisions of this section may be repeated as necessary until the Deliverables are accepted; provided, however, that (1) after the second Acceptance Period for any specific Deliverable, or (2) if Vendor is unable to correct a failure to the reasonable satisfaction of LETA within a commercially reasonable amount of time (not to exceed 30 days unless mutually agreed to by the parties), LETA may, in addition to any other rights LETA may have under the law or equity or the Agreement, terminate the Agreement as provided in the termination provisions of this Agreement.

Acceptance of the Deliverables does not waive any warranty rights provided for in this Agreement.

ARTICLE 15. DISASTER RECOVERY/BACKUP/SECURITY

Vendor shall provide such disaster recovery, backup and security products and services as are more fully described in the RFP.

ARTICLE 16. ASSIGNMENT AND SUBCONTRACTING

Vendor and LETA may not assign this Agreement or any Services to be provided hereunder in whole or in part, without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed). Vendor shall not subcontract any portion of its responsibilities under this Agreement unless Vendor obtains written permission from LETA (which permission shall not be unreasonably withheld or delayed).

ARTICLE 17. ENHANCEMENTS

Vendor agrees to promptly notify and offer to LETA software enhancements or upgrades to the Vendor's Software developed or licensed by Vendor on such terms and conditions that are no less favorable than those terms and conditions offered to any purchaser, licensee or user.

ARTICLE 18. CONFIDENTIALITY

By virtue of this Agreement, each party (a "Recipient") may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information may include but not be limited to the Products, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names and other proprietary information relating to Vendor and/or its business generally.

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Recipient; (ii) was in the Recipient's lawful possession prior to the disclosure and had not been obtained by the Recipient either directly or indirectly from the other party; (iii) is lawfully disclosed to the Recipient by a third party without restriction on disclosure; or (iv) is independently developed by the Recipient without use of or reference to the Confidential Information of the other party. In addition, this Article 19 will not be construed to prohibit disclosure of Confidential Information of the other party by a Recipient to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that such Recipient shall first have given notice to the other party within a reasonable time prior to disclosure. Such information so disclosed shall continue to be deemed Confidential Information of the other party for all other purposes.

Each Recipient agrees, unless required by law or valid order as described above, not to make the Confidential Information of the other party available in any form to any third party (other than Recipient's employees or agents on a need-to-know basis) or to use the Confidential Information of the other party for any purpose other than in the performance of this Agreement, whether oral or written, with respect to the Confidential Information of the other party.

ARTICLE 19 CONFLICT OF INTEREST

Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

ARTICLE 20. AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by LETA and Vendor.

ARTICLE 21. DISPUTE RESOLUTION

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question or disagreement, and shall consult and negotiate with one another in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The parties may agree to formally mediate any dispute, claim, question or disagreement upon such terms as the parties may subsequently agree. In the event the parties are unable to reach resolution through consultation, negotiation or mediation within a period of forty-five (45) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Nothing herein shall be deemed to preclude the parties from agreeing to alternative binding arbitration rules and procedures, or to the administration of the arbitration by a party or parties other than the American Arbitration Association. Following the issuance of a binding arbitration award, either party may seek judicial enforcement of such award. Notwithstanding the foregoing, nothing in this Article 22 shall be deemed to limit a party's right to seek injunctive relief to prevent breaches or threatened breaches of this Agreement.

ARTICLE 22. ANNUAL APPROPRIATION CONTINGENCY

The obligations of LETA do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or provision. The obligations of LETA under this Agreement shall be from year to year only and shall not constitute a mandatory payment obligation beyond the present fiscal year. The LETA Executive Director shall include in the budget proposals and appropriation ordinances submitted to the LETA Board of Directors, in each year prior to expiration of this Agreement, amounts sufficient to meet its obligations hereunder, however, that the decision as to whether to appropriate such amounts shall be at the discretion of the LETA Board of Directors.

ARTICLE 23. GENERAL CONDITIONS

A. Equal Employment Opportunity

1. Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of Vendor.
2. Vendor in all solicitation or advertisements for employees placed by or on behalf of Vendor shall state that such Vendor is an equal opportunity employer.

3. Vendor shall comply with the provisions of Colorado Revised Statutes 8-17.5-101 *et seq.* Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

B. Insurance

During the term of this Agreement, Vendor shall maintain Worker's Compensation and comprehensive general liability insurance in minimum amounts as specified by LETA.

C. Independent Contractor

The services to be performed by Vendor are those of an independent contractor and not as an employee of LETA or the LETA Board of Directors.

D. Severability

In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided that a provision of similar economic effect shall not be substituted for illegal, invalid or unenforceable provision.

E. Survival

The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

F. Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Colorado. Venue for all purposes shall be deemed proper in the District Court of Larimer County, Colorado.

G. Liquidated Damages

In addition to all other remedies available to LETA under the terms of this Agreement, in the event Vendor does not perform its obligations under this Agreement, LETA will be entitled to liquidated damages as provided for herein.

The parties jointly acknowledge that LETA will incur costs and damages that it would not have otherwise incurred, but for the Vendor's failure to perform, and acknowledge that the damages stated herein are a reasonable approximation of actual damages.

If, other than as a result of a Force Majeure Event, the System is not installed and fully functional by the date set forth in the RFP, or such other date mutually agreed to by the Parties, LETA shall have the right to collect, and Vendor hereby agrees to pay liquidated damages in the amount of One Thousand Dollars (\$1000) per day until the System is installed and fully functional.

If Vendor is notified in writing by LETA that Vendor failed, other than as a result of a Force Majeure Event, to respond within the initial response time periods specified in the provisions for warranty or maintenance services (as applicable), or such later time period as may be mutually agreed to by the parties in good faith, and Vendor thereafter fails for a second time, other than as a result of a Force Majeure Event, to respond within the initial response time periods specified in the provisions for warranty or maintenance services (as applicable), or such later time period as may be mutually agreed to by the parties in good faith, LETA shall have the right to collect, and Vendor hereby agrees to pay liquidated damages in the amount of Five Hundred Dollars (\$500) per day for each day Vendor continues to fail to respond.

I. Force Majeure

The obligation of either party to perform any acts hereunder shall be suspended during the period such performance is prevented by “Acts of God,” war, riot, invasion, fire, accident, government interference, regulations, appropriations or rationing of by priority (“each a Force Majeure Event”). If such contingency occurs, the party injured by the other’s inability to perform may elect to:

1. Terminate this Agreement; or
2. suspend this Agreement for the duration of the relating cause, and then resume performance under this Agreement.

J. Notice

All legal notices required or permitted hereunder shall be in writing, and shall be addressed to the parties hereto at their respective addresses, set forth below and shall be considered given when (a) delivered personally, (b) two (2) days after having been sent by commercial overnight courier with written verification receipt, (c) five (5) days after having been sent postage prepaid, by first class or registered mail.

To LETA: LETA Executive Director
Larimer Emergency Telephone Authority
380 North Wilson Avenue
Loveland, CO 80538

With a Copy to: John P. Frey, Esq.
131 Lincoln Avenue., Suite A
Fort Collins, CO 80524

To Vendor: _____

ATTN: _____

K. Compliance With Laws

Vendor shall comply with all federal, state, county and local laws governing or covering this type of service and fulfillment of all ADA (Americans with Disabilities Act) requirements.

L. Entire Agreement

This Agreement with Exhibits, Attachments, other documents referred to herein, are intended as the complete, final and exclusive statement of the terms of the Agreement between the parties and supersede and any all other agreements between them relating to the subject matter hereof.

M. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The parties agree that signatures that are faxed, photocopied or electronically stored or transmitted will be deemed to be originals, and both parties agree to accept and be bound by them.

IN WITNESS WHEREOF, the parties hereof have caused their duly authorized representatives to execute this Agreement as of the date first above written.

VENDOR

_____.

By: _____

LARIMER EMERGENCY TELEPHONE AUTHORITY

Chair, Board of Directors

ATTEST:

Secretary