



REQUEST FOR PROPOSAL

R15- 112 MZ

Date issued: September 15, 2015

JUSTICE INFORMATION REPLACEMENT VIA EXTREME AGILE DEVELOPMENT

**THE CITY OF COLORADO SPRINGS
MUNICIPAL COURT/INFORMATION TECHNOLOGY**

PRE-PROPOSAL CONFERENCE

A MANDATORY Pre-Proposal Conference is scheduled for this solicitation at
1:00 PM September 23, 2015
9:00 AM September 25, 2015

PROPOSALS ARE DUE NO LATER THAN

OCTOBER, 15, 2015 AT 3:00 P.M.

Contact

Michael Zeller
Contracting Specialist
Colorado Springs, CO 80903-2599
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PROJECT BRIEF DESCRIPTION

See Exhibit 5 - Scope of Work

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SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements.

GENERAL INFORMATION

The City of Colorado Springs is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid and proposal information for City of Colorado Springs, as well as many other local agencies throughout Colorado. To receive email alerts of open requests for bid or requests for proposal in your field, please register with [Rocky Mountain E-Purchasing System](#), and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation, and the Procurement Services Division of the City of Colorado Springs no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number.

This particular solicitation is fully downloadable at no charge.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

<u>Event</u>	<u>Date</u>
Advertise (Post on City Web-site)	<u>September 15, 2015</u>
Issue Request for Proposal	<u>September 15, 2012</u>
Pre-Proposal Conference	<u>September 23, 2015 or September 25, 2015</u>

There will be two **MANDATORY** pre-proposal conferences scheduled for this RFP and all interested vendors must attend ONE of the meetings to be eligible to submit a proposal. The dates and times of the meetings are below:

1:00PM September 23, 2015

9:00 AM September 25, 2015

The meetings will be held in the City of Colorado Springs City Administration Building, 30 S Nevada Ave., **Room 201**, Colorado Springs, CO 80903.

(YOU MUST ATTEND ONE OF THESE BRIEFINGS)

Cut Off Date for Questions	<u>October 2, 2015 3:00 P.M.</u>
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Questions about the RFP shall be emailed in writing and directed to Michael Zeller, at the following email address mzeller@springsgov.com. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.8 Amendments. Questions must be received no later than **October 2, 2015 – 3:00 P.M.**

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date October 15, 2015 at 3:00 P.M.

Short List Selection (if applicable) TBD

Short List Interviews (if applicable) TBD

Award of Contract (Letter of Intent) Tentative December 1, 2015

Notice-to-Proceed Tentative December 1, 2015

1.2 SUBMISSION OF PROPOSAL

- a. **Sealed Proposals** are to be submitted to:

Michael Zeller
Contracts Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

*****NO LATE OFFERS WILL BE ACCEPTED*****

- b. **Date/Time:** Proposals shall be received on or before **3:00 pm MDT, Thursday, October 15, 2015.**

- c. **Identification of Proposal:**

Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

RFP No. and Title: R15-112MZ Justice Information System Replacement Via Extreme Agile Development

Due Date: October 15, 2015

Company:

- d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposal and then resealed.

1.3 NUMBER OF COPIES

Offerors shall submit one unbound original set, **six (6)** hard copies of the proposal

documents and one (1) electronic copy on CD. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The **unbound original** copy shall be clearly marked '**ORIGINAL**'.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

- The term “Request for Proposal (RFP)” means a solicitation of a formal, negotiable proposal/offer. The offer is accepted which is deemed by The City of Colorado Springs to be most advantageous in terms of the criteria designated.
- The term “Offeror” means the person, firm, or corporation which submits a formal proposal and which may or may not be successful in being awarded the contract.
- The term “Contractor” or “Consultant” means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the website for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 60 calendar days from the date of submission deadline. The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and are the Offeror's total responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements). Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirement.

1.12 CONTRACT ADMINISTRATION

The City of Colorado Springs, Municipal Court and Information Technology Division shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.13 PERFORMANCE PERIOD

The performance period of the contract is not to exceed 365 days from notice to proceed.

1.14 DEBRIEFING

Offerors not selected or placed on a short list, **if applicable**, may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that an Offeror was not selected.

1.15 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror.

1.16 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.17 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be disclosed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

1.18 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.19 PROCUREMENT RULES AND REGULATIONS

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Procurement Services Division website www.coloradosprings.gov/contracting. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any perceived discrepancies prior to the date and time the offer is due. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

SECTION II

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. Offerors should include concise, but complete, information, emphasizing why the Offeror believes itself to be uniquely qualified to provide the required services. **A page shall be defined as 8-1/2" x 11", single sided, with one inch margins, and a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Exhibits are not count against the page limit:

- Exhibit 1 – Proposal Certification
- Exhibit 2 – Sample Contract
- Exhibit 3 – Exceptions
- Exhibit 4 – Minimum Insurance Requirements
- Exhibit 5 – Scope of Work

2.2 COVER LETTER

The cover letter shall be no more than one page. No particular content is required.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure.

2.5 TECHNICAL AREA

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the offeror knows and thoroughly understands the business and requirement?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.6 MANAGEMENT AREA

A. Program Management Controls

In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Does the plan and controls indicate that the offeror will obtain, keep, and efficiently utilize high quality personnel?
4. Does the offer address corrective actions?

5. Does the proposal explain how the offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the offeror explain how they were successful on the projects provided as past performance?
4. Does the offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.7 PRICE/COST AREA

In the Price/Cost Area, the Offeror should provide a detailed breakdown of the **entire period of performance**. The price should include unit costs for material, labor categories, hours, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. **Cost realism will be a significant factor.** It is anticipated that the contract will be awarded on a Time and Materials basis. Pricing must include labor category descriptions and a not to exceed cost estimate.

The type of contract notwithstanding, the Offeror must propose a payment schedule, milestones, milestone acceptance criteria, and incentives/penalties for meeting and not meeting milestones. All offers must include at least a 10% withhold of payment, payable upon final acceptance, in addition to a substantial milestone for final acceptance. The more incentive the payment and milestone schedule provide for contractor performance, the more favorably the Price/Cost Area will be rated.

Travel costs for City personnel for out of State contractors will be considered in the evaluation.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Can you see how the price was built? If so, do the costs look appropriate for the task?
5. Does the offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other offerors.
6. Are there additional costs not addressed that the City would incur if the offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.
7. Does the contractor provide sufficient incentives to ensure full and complete performance of the requirements?

2.8 PROPOSAL PRESENTATION

Although not a section of the proposal, presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

All Offerors must complete and return with their proposal, Exhibit 3, Exceptions Form. Some terms and conditions are simply not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.10 INSURANCE REQUIREMENTS

All Offerors must complete and return with their proposal, Exhibit 4, Minimum Insurance Requirements. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding Offeror selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5A

3.1.2 TECHNICAL AREA -- PROJECT APPROACH

See Section II - Item 2.5B

3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.6A

3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE

See Section II – Item 2.6B

3.1.5 MANAGEMENT AREA -- KEY PERSONNEL

See Section II - Item 2.6C

3.1.6 PRICE/COST AREA -- PRICE/COST

See Section II – Item 2.7

3.1.7 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.8

3.1.8 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Technical Area

Second: Price/Cost Area

Third: Management Area

Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional

4 – Very Good

- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. The Offeror demonstrates a thorough and complete understanding of the scope of work and an ability to meet all requirements. Past performance demonstrates that the Offeror has successfully completed similar work. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. The Offeror demonstrates a thorough and complete understanding of the scope of work and an ability to meet all requirements. Past performance demonstrates that the Offeror has successfully completed similar work. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets most of the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. The Offeror demonstrates a thorough and complete understanding of the scope of work and an ability to meet all requirements. Past performance demonstrates that the Offeror has successfully completed similar work. There are very few corrective and non-substantive actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. The Offeror does not thoroughly demonstrate a complete understanding of the scope of work and/or an ability to meet all requirements. Past performance does not clearly demonstrate successful performance of similar work. There are some corrective and substantive actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. The Offeror does not demonstrate a complete understanding of the scope of work and/or an ability to meet all requirements. Past performance does not demonstrate successful performance of similar work. There are many corrective and substantive actions required, and substantive compromise of requirements is needed.

2. The following apply to Price/Cost Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is realistic and reasonable. The

price is lower than the budget amount and/or the average price of the competition. Proposed incentives are very aggressive and ensure performance.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is realistic and reasonable. The price is lower than the budget amount and/or the average price of the competition. Proposed incentives are aggressive and ensure performance.

Satisfactory -- The proposal meets most of the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective and non-substantive actions required, and no substantive compromise of requirements is needed. The price is realistic and reasonable. The price variance for value added is significant and within the budget amount. Proposed incentives ensure performance.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective and substantive actions required, and some non-substantive compromise of requirements is needed. There are problems determining the price as realistic and/or reasonable. The price variance for value added is marginal and may not be within the budget amount. Proposed incentives are not adequate to ensure performance.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective and substantive actions required, and substantive compromise of requirements is needed. The price is not reasonable and/or realistic. The price variance for value added is insufficient and not within the budget amount. Proposed incentives are not adequate to ensure performance.

NOTE: Vendors that have a higher price may have a higher value added, and vendors that have a significantly lower price may have a lower value added-change in verbiage is to effectuate this philosophy.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds our expectations and industry standards.

Very Good -- The proposal is professionally communicated, complete in most areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds our expectations and industry standards.

Satisfactory -- The proposal is professionally communicated, complete in most areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of our standards and industry standards.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below our expectations and industry standards.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below our expectations and industry standards.

C. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Technical Area: .35
Price/Cost Area: .30
Management Area: .25
Proposal Presentation Area: .10

D. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria above and scored as explained above. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring alone, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors may be requested to submit revisions, and the revisions will be scored accordingly. The goal of the forced elimination process is to reach consensus or a majority decision. The decision will be based on all relevant factors, based upon perception of best value and may or may not reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price, but to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the Contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The Contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV

4.0 CONTRACT TERMS AND CONDITIONS

In addition to the contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

SECTION V

APPENDICES/EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Scope of Work

EXHIBIT 1 PROPOSAL CERTIFICATION

1. Principal place of Business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established_____

_____ % of Services that will be provided from this location

_____%

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements exhibit. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes___ No___

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes___ No___

2. _____ One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

3. ___The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (____) _____ E-mail:_____.

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above bid statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____

This Company Is: Corporation___ Individual___ Partnership___ LLC___

Offeror hereby acknowledges receipt of the following amendments, if applicable (Offeror agrees that it is bound by all Amendments identified herein)

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

EXHIBIT 2 SAMPLE CONTRACT
SERVICES CONTRACT

Contract Number:		Project Name/Title			
Vendor/Contractor					
Contact Name:		Telephone		Fax	
Address:					
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership		
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name		
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5)	Fund (3)	Dept (4) Project (7)
Contract Type:		Period of Performance:			
Contract Value:		Contract Funding:			

1. INTRODUCTION

THIS CONTRACT is made and entered into this ____ day of _____, 2015 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (hereinafter in the Contract Documents referred to as the "City"), and _____ (hereinafter in the Contract Documents called the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXXXXXX.

The Contractor did on the ____ day of _____, 2015 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference.:

- A. This Contract Document
- B. Appendix A – Additional Terms and Conditions
- C. Appendix B – Contractor’s Proposal,
- D. Appendix C – Statement of Work.

2. COMPENSATION/CONSIDERATION

Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform XXXXXXXX services for the City of Colorado Springs for the firm fixed price of _____.

In consideration of said compensation payments, the Contractor agrees to perform all materials, supplies, labor, services, transportation, tools, equipment, and parts to carry out the provisions of this Contract in a good and workmanlike manner to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
---------------------------	--------------	--------------

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least fifteen (15) days prior to the expiration date of the contract, or to extend contract for up to four additional one year option periods at the City's sole discretion.

The total value of this contract for all years shall not exceed \$XXXXXXXX. The value and current funding is \$XXXXXXXX for the base year.

OR:

The term of this contract shall commence on _____ and shall terminate on _____ unless earlier terminated under this contract, or otherwise changed by Contract modification. The City shall have the unilateral option of extending services beyond the term of the contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least fifteen (15) days prior to the expiration date of the contract.

4. INSURANCE

The Contractor shall provide and maintain an acceptable Certificate of Insurance Policy(s) which includes Property, Liability and Professional Errors and Omissions

coverage. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this contract to the satisfaction of the City.
- B. Neither the City's review, approval of acceptance of, or payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this contract.
- C. The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager or Representative.
- B. If any of the work or service being performed does not conform with contract requirements, the City may require the Contractor to perform the work or service again in conformity with contract requirements, at no increase in contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to

ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect and reduced value of the work or services performed.

- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the contract for default.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A Any Subcontractor, outside associates, or other Contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City delegated Project Manager or Representative's written consent before making any substitution of these subcontractors, associates, or other Contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other Contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of this Contract document, to be incorporated in all subcontracts, agreements with outside associates, and agreements with other Contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's Subcontractors, outside associates, and other Contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's delegated Project manager or Representative. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

The following provisions shall apply to this Contract and shall take precedence and control in the event of conflict with any other provisions of the Contract:

10. APPROPRIATION OF FUNDS

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the change in contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional general, extended overhead, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

12. ASSIGNMENT

The Contractor shall not assign, subcontract, or otherwise transfer this Contract or any right or obligation hereunder without the prior written consent of the City.

13. PLACE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Agreement is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKER'S COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of this Contract, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Worker's Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Worker's Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract due to the Contractor's errors, omissions or negligence.

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to

any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. INSURANCE AND LICENSES

Contractor understands and agrees that the Contractor shall have no right of coverage under any and all existing or future City comprehensive, self, personal injury, or other insurance policies. In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for agreement and acknowledgment of this INTELLECTUAL PROPERTY RIGHT section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this INTELLECTUAL PROPERTY RIGHTS provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any

and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this INTELLECTUAL PROPERTY RIGHTS section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed 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 hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

22. TERMINATION

The City may terminate this contract in whole or, from time to time, in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.

Upon receipt of the notice, the Contractor shall:

- 1) Immediately discontinue all services affected (unless the notice directs otherwise), and
- 2) Deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City, the City's delegated

representative shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the City. Prior to issuing a Termination for failure to fulfill the contract obligations, the City will issue a Notice to cure allowing the Contractor ten (10) calendar days to prepare a plan to correct whatever failures are causing the contract obligation failure (s).

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or Enter into a contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this contract. In The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The

contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 et seq, the City may terminate this Contract for breach of contract. If this contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

25. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT

Contractor certifies that Contractor has complied with the United States Immigration and Control Act of 1986. All persons employed by Contractor for performance of this contract have completed and signed Form I-9 verifying their identities and authorization for employment.

26. GRATUITIES

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City determines, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- 2) The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- 3) Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Contractor will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this contract.

28. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions (with further precedence given to Articles 10-25)
- B. Additional Terms and Conditions
- C. The Statement of Work
- D. Other Specifications
- E. Other Appendices

29. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract, which are not resolved by mutual agreement, may be decided by recourse to an action at law or in equity in accordance with subparagraph b) of this provision. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City of Colorado Springs Procurement Services Representative. For purposes of this Contract, termination for convenience shall not be deemed a dispute.
- B. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY AND TAXES

The City may cancel this contract or any portion thereof if delivery is not made when and as specified, time being the essence of this contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this contract. The contractor shall pay all sales and use taxes required to be paid to the State of Colorado on the work covered by this contract. The Contractor shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and therefore, not subject to state and local sales tax, use tax or federal excise taxes.

32. PAYMENTS

The City shall pay the Contractor, upon submission of proper invoices, the prices stipulated in the contract for services rendered and accepted, less any deductions provided in this contract within 30 days (Net 30). Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the City if

- A. The amount due on the deliveries warrants it; or
- B. The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

33. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.
- C. The City has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When defects in services

cannot be correct by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect and reduced value of the services performed.

- F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract for default.

34. APPENDICES

The following Appendices are made a part of this agreement:

- Appendix A Other Terms and Conditions
- Appendix B Contractor's Proposal
- Appendix C Statement of Work (Exhibit 5)

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:
JEFFREY H. GREENE Chief of Staff

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	
Witness	

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City’s solicitation package, Special Provisions or Standard Specifications.

1. Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.

2. Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3. Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

4. Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.

5. Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

6. Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

7. **Except for workers compensation, employer’s liability insurance, and Professional Liability Insurance** the City of Colorado Springs and the Pikes Peak Rural Transportation Authority must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.

8. Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.

9. All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature)

(Date)

EXHIBIT 5 SCOPE OF SERVICES FOR JUSTICE INFORMATION REPLACEMENT VIA EXTREME AGILE DEVELOPMENT

5.1 PURPOSE

The City of Colorado Springs is soliciting proposals from potential sources interested in, and capable of, providing all necessary products, services and staffing to rewrite the Municipal Court's existing Justice Information System (JIS) using extreme agile development. JIS is the municipal court's case and financial software application which allows for management of its daily business practices. JIS has been utilized since 2004 and modified repeatedly since its inception to meet rapidly changing administrative needs of the court. The rebuild of JIS has been identified as a priority item by both the City Information Technology Department and the Municipal Court.

5.2 EXISTING ENVIRONMENT & SYSTEM REBUILD DEFINITION

The City of Colorado Springs has employed a justice system that is integrated with other disparate departmental record management systems into a comprehensive criminal justice system. This integration has been the model since 1988 and is expected to be extended into this solution. This multi-agency approach integrates law enforcement, court, probation and prosecutorial functions and procedures into a comprehensive multi-agency Criminal Justice Information System. Thus, the Municipal Court's Justice Information System needs to be full featured, flexible, highly configurable, easy to use, and must incorporate integration and data sharing methodologies that follow industry best-practice designs. This scope of work is to rebuild the JIS component of these disparate systems and its (JIS) integrations with said disparate systems.

JIS users have expressed overwhelming support and satisfaction with the current JIS software application. The application has been customized to coincide with the business practices of the municipal court in accordance with the Colorado Municipal Court Rules of Procedure, state statutes and local ordinances. However, the vendor that provided the software (i.e., Premier) is no longer a viable company. The Colorado Springs Information Technology Department does not have the staff resources, funds or expertise needed to rebuild and/or support and maintain a new system.

In 2014, it was decided that JIS should be upgraded for the following reasons:

- JIS is built on outdated technology and does not fully address the needs of the stakeholder and user community.
- City IT can no longer adequately support and/or maintain JIS with their existing staff.
- City IT does not have the required staff resources to rebuild JIS.
- JIS needs to integrate with other state, county and city systems including the Colorado Springs Police Department's (CSPD) record management system (LERMS).
- The original vendor (Premier) is no longer in existence, which prevents their active maintenance and support of the existing JIS software.

The various procedures, processes, data and business rules that comprise the City's integrated Criminal Justice Information System can be organized into two computer systems for the purposes of defining the major projects:

1. The CSPD's Records Management System (LERMS).
2. The Municipal Court's Justice Information System (JIS).

The CSPD's records management is New World System's police records management system, LERMS. The replacement or upgrade of LERMS is not part of the scope of this work other than the required interfaces. The Municipal Court's justice information system is in need of rebuild and is the focal point of this Request for Proposal. Both systems must continue to interface efficiently with the other, allowing both City agencies effective collaboration and data exchange. The integrated justice system model must persist. The primary modules and business functions of the multi-agency Criminal Justice Information System are listed in Exhibit 1.

Description of Proposed System and Requirements

Overview

The rebuild of the Justice Information System JIS will continue to support Municipal Court, Probation, City Attorney and Marshal operations which are currently computerized within the JIS system as well as incorporate new and improved functionality identified by the stakeholders and users (see JIS Product Features, Modules, and Functional and Interface Requirements section below for a high level overview of functionality by module). The JIS product must contain the ability to interface and share data with numerous local, county, and state agencies as well as, referral and contractors, using web service or other modern interface schemes. A summary of the capabilities required of the JIS system are shown in Exhibit 2.

JIS Product Features, Modules, and Functional and Interface Requirements

The Rebuild of the Justice Information System will include:

- Module: Court Case Management
 - Citation Ingestion
 - Bail function
 - Scheduling function
 - Interpreter Request function
 - Victim/Witness function
 - Warrant function
 - Court Case Management
 - Courtroom Manager function
 - Civil Case Management function
- Module: Parking Ticket
 - Parking Ticket Management
 - Photo Enforcement
- Module: Payments and Accounting
 - Standard payment functions
 - NSF/Chargeback functions
 - Reporting functions
 - Non-Case payment functions
 - Reconciliation functions
 - Payment Plan function

- Module: Administration
- Module: Probation Case Management
 - Pre-Sentence Investigation Management
 - Probation Management
- Module: Prosecution
 - Prosecution Case Management sub-module
 - Victim/Witness function
 - Prosecution Manager Menu
 - Administrative Case Management
 - Evidence / Discovery Management
- Module: Marshal
 - Marshal Management

The Colorado Springs Municipal Court is fully integrated with several departments. Its case management system supports primary functions necessary by each department in accomplishing daily duties in the lifecycle of a court case or ticket. The Court modules include: Case Management, Parking, Payments and Accounting and Administration. Other department modules include: Probation, Prosecution and Marshal. There are several functions that must be shared between departments. For instance, scheduling can be processed in Probation or in the Court module. Subpoenas can be generated from Court or Prosecution and are processed by Marshals. Payment Plans can be created in either Probation or Court. Most data is shared between departments to accomplish primary workflow processes. Currently we utilize ‘queuing’ as a messaging means to facilitate the transfer of information for those functions. However in some instances, legal requirements protect and enforce confidentiality preventing access to certain data. For instance, Court does not have access to Probation or Prosecution modules. The business of the court is complicated and requires maximum flexibility. The ability to share data is primary yet protecting data integrity through proper security, roles and permissions is critical.

Other Product Requirements

In addition to the functionality described in the National Center for State Courts Colorado Springs Municipal Court Case Management Systems Requirement document, the new JIS must include, but not be limited to, the following requirements.

- Allows for unlimited remote-access, read-only users while meeting CoCS security requirements.
- Support Linux
- Must Provide for Active Directory interoperability/integration.
- Must allow interfacing with an Interactive Voice Response (IVR) solution.
- Support information exchange using modern, interface techniques in a Microsoft based enterprise.
- Web-based user interface using standard Markup Language and industry standard browser technologies, including Microsoft Internet Explorer.
- Utilizes industry standard client/server and web development tools.
- Utilizes industry standard and CoCS standard tools for generating court documents with data merge allowing users to modify boilerplate and/or system supplied data on forms/letters prior to printing. Must be able to incorporate Microsoft based documents seamlessly.

- Provide workflow functions within the application which monitors due dates, deadlines or prompts the users to take specific action on a case, at both the department and individual levels.
- Provides a report generation tool and allows for user ad-hoc reporting and drill-down.
- Includes an extensive online help system to assist the user.
- Easily configurable (extensive use of user maintainable lookup tables and parameters).
- Easily customized/enhanced by users/administrators including security administration
- Provides record auditing.
- Provides role based access and security at the record and data element level.
- Provides functionality for e-plea
- Provide functionality for e-signatures
- Provide document management (including security and electronic delivery of documents like e-discovery and e-appointments to internal and external users with e-receipts)
- Provide a JIS assigned unique defendant ID as a master identifier
- Deployment model is expected to be a phased approach as opposed to a big bang or parallel model
- Create defendant criminal/traffic history function that maintains history after case is archived
- Create archive function with retrieval capability.
- Create defendant or case flags (watermarks) to assist in identifying pertinent information to the users
- Create mobile capabilities
- Complete data conversion of historical data into application utilized DB
- Provide robust statistical report generation, modification and implementation both stored and ad hoc.
- Data analytics and business intelligence to enhance performance measures improve efficiencies in court processes and guide decisions through predictive analytics.
- Provide functionality for case related digital assets from law enforcement agencies consistent with legislative mandate pursuant to C.R.S. §16-9-702
- Create complete development environment for testing and training.
- Develop on-line court calendaring system that displays daily docket, with lookup capability and auto check in.
- Create Interface with PeopleSoft, SharePoint, Jail (Criminal Justice Center), Humane Society and Colorado Data Access (CDA).
- Provide interface with web-based assessment tools and treatment agencies.

List of Exhibits:

- Exhibit 5A – Definitions, Acronyms, and Abbreviations
- Exhibit 5B – Organization of Current City CJIS Modules into Major Systems
- Exhibit 5C– Summary of JIS Capabilities
- Exhibit 5D– External Interface Requirements
- Exhibit 5E-- Colorado Springs Municipal Court Case Management System Requirements
- Exhibit 5F– Additional Information Technology Requirements

Exhibit 5A - Definitions, Acronyms and Abbreviations

This RFP contains definitions of the terms, acronyms and abbreviations used throughout this document.

CBI	Colorado Bureau of Investigation
CCIC	Colorado Crime Information Center computer at CBI
CDA	Colorado Data Access
CJC	Criminal Justice Center
Combined CJIS	The integrated Criminal Justice Information System data sharing model. It is a highly integrated Police Records and Municipal Court system. The CSPD LERMS and Muni Court JIS systems combined.
CSPD	The Colorado Springs Police Department
DIMS	CSPD Document Image Management System
DMV	Colorado Department of Motor Vehicles
Global Subjects	CSPD persons of interest which are mapped to JIS defendants.
IVR	This refers to the Interactive Voice Response program which is a third party software program allowing the customers of the court to pay parking tickets/citations over the phone. The court currently does not have an IVR system; however we are researching the possibility of reobtaining through another vendor.
JIS	The Municipal Court's Justice Information System.
LERMS	The CSPD records management system. New World Aegis LERMS.
MNI	Master Name Index. Legacy systems numeric value assigned to defendants. May have many alias MNI's, but only one Master.
NCIC	The National Crime Information Center computer accessed via the CCIC computer.
NCOA	National Change of Address
RMS	Records Management System
ROA	Register of Actions

Exhibit 5B
Organization of Current City CJIS Modules into Major Systems

<u>POLICE RMS</u>	<u>JUSTICE INFORMATION SYSTEM</u>
Police Modules	Municipal Court Modules
Global Subjects	Court Case Management
Global Guns	Payments and Accounting
Global Vehicles	Parking Tickets
Parking Tickets	Photo Enforcement
Citations	Queuing
Accidents	Administration
Case Reports	City Attorney Modules
Case Management	Prosecution Case Management Evidence Management Administrative Case Management
Field Investigations	Probation Module
Internet Crime Reporting	Probation Case Management PSI Management
Wants and Warrants	Marshal Module
Arrests	Marshal Management
Activity (Criminal/Traffic/Other)	
NIBRS Reporting	
Clery Reporting	
Career Criminal	
Gang	
Intel	
Evidence	
Impound	
Pawn	
Rosters/Scheduling	

This table shows the modules contained within the current City of Colorado Springs Combined Criminal Justice Information System. The modules are shown under the agencies having accountability for the data managed within each module.

Exhibit 5C
Summary of JIS Capabilities

Customer Benefit	Supporting Features
A state of the art computer system which is less costly to maintain and is highly configurable.	Industry best practices solution using Open Source server where applicable and relational database technology. Must maintain compatibility with Microsoft based systems.
Improved system integration with external agency information systems.	Industry best practices solution using relational database technology and a configurable interface architecture.
Improved data quality and accessibility.	Use of graphical user interface tools for data entry and query along with improved security tools.
Improved system reliability.	Use of client-server or web technologies and redundant file storage.
Improved reporting (e.g., ad-hoc reporting) and form/letter generation.	Use of third-party reporting/word processing tools and/or built-in tools using relational database technology.
Improved system security to control data access.	Must follow CoCS security practices and be integrated into the city's Active Directory echosphere.
Addition of e-filing capabilities, including but not limited to e-signature.	
Addition / enhancement of case related data ingestion from law enforcement agencies consistent with legislative mandate pursuant to C.R.S. §16-9-702	

This table outlines the Customer Benefits that are to be derived from the new JIS and the supporting features of the system that will enable these benefits to be achieved

Exhibit 5D
External Interface Requirements

#	Interface Type	Data/ Input Source	Data Target	Triggering Event	Action	Data Description	Frequency
1	Import	CSPD RMS	CMS – LERMS ticket export: A. Defendant tables B. Summons and case tables	CSPD - RMS ticket export interface	A. Create or update defendant information assigning a unique ID to new defendants. B. Create or update summons and assign court case number with a unique ID. Assign Unique defendant ID if defendant ID doesn't already exist	XML file which includes all MNI, alias, summons and defendant information and includes a PDF of the summons.	Every 12 hours.
2	Export	CMS	CSPD RMS	A Section Code has adjudication (disposition) /sentencing data entered against it and court session is closed.	Create disposition XML.	Case number, Adjudication and sentencing data.	As Required
3	Export	CMS	CSPD RMS	Warrant is created or updated	Create warrant issue or update XML	MNI and Court case, summons and warrant information	Immediate
4	Import	CSPD RMS	CMS defendant table	CSPD RMS Person Wants interface	CMS updates want flag on defendant table.	Warrant export XML containing the GS.	Every 4 hours
5	Import	CSPD Officer Duty Schedule	CMS officer schedule	Currently manually loaded when received	Load the officers duty schedule table.	CSV attached in email which includes Officer First, Middle, Last Name and Suffix, Employer Name (always "CSPD" plus Substation Name), Duty Schedule	As Required

6	Export	CMS	CSPD CJIS Court Liaisons	CMS Creates a new or updated subpoena for the CSPD Law Enforcement Officer	Transfer the subpoena XML Court Liaisons	Officer ID, case information, defendant information and Court Event data and call off data.	As Required
7	Export	CMS	CSPD Court Liaisons	The call-off is within a parameter defined number of days from the Court Event (currently 3 days)	Create an e-mail notification to the CSPD Court Liaisons containing the Officer Name and Court Event data that they are being called off from	Officer ID and Court Event data	As Required
8	Export	CMS	PeopleSoft Financial System	Closing of the disbursement turn in.	Sends Account Code Totals from the Turn-In Report	Account Code (e.g., Fines); GL Account Number (associated with the Account Code); Amount	Daily
9	Export	CMS – DMV Req	DMV	Schedule run of all traffic summons' that cases have been created from on the date being processed	Transfer to DMV a request for Driver History data	CSV file that is securely transferred using encryption technologies to DMV that contains the summons and defendant information.	Daily
10	Import	DMV – DMV History	CMS	Scheduled job that processes DMV History	Receive and upload into the Driver History table the CSV response from DMV.	For each Summons, report: Drivers history, Summons Number, Defendant information.	Daily

11	Export	CMS – DOR - REQ	DOR	Scheduled run of all Parking Tickets having a Status of "Open" and that are Delinquent	Transfer the request for registered owner data to the DMV. Registered Owner Request	CSV file that is securely transferred using encryption technologies to DMV that contains Vehicle information and Ticket-Number,	Daily
12	Import	DMV-DOR Owner	CMS	Scheduled job that processes the Registered owner	Receive and upload into the delinquent owner table the CSV response from DMV.	For each Parking ticket update the registered owner and Address and vehicle information	Daily
13	Export	CMS – DMV Convict response	DMV	Scheduled query that pulls disposition data and OJW data within a specified date range.	Transfer a CSV file that gets FTP'd to the DMV	For each reportable CourtCase conviction and OJW data.	Weekly
14	Import	CJIS – Parking file	CMS – Parking ticket	Autocite processing in CJIS	Create parking tickets in CMS – Parking ticket module	Parking ticket XML which contains ticket number, violation and vehicle information.	Daily
15	Export	CMS – Parking ticket	CJIS – Parking file	Parking ticket status update	Creates a parking tickets status XML.	Parking ticket number and status	On demand (but can be batched)
16	Export	CMS – Parking ticket	CJIS – Parking file	Scheduled run of boot list vehicles	Creates a boot list record	Plate number and the boot code.	Daily

17	Bi-directional	Online Payments and CMS	Online Payments and CMS	Online payment at the CMS marketplace	Remote payment web-service (query for case information, return results, apply payment, return result)	XML messaging exchanged between systems	Immediate
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Exhibit 5E

Colorado Springs Municipal Court
Case Management System Requirements

Final Report

Dated March 29, 2015

(This file is a separate attachment to the RFP)

Exhibit 5F

Additional Information Technology Requirements

1. The system needs to run in a virtualized environment.
2. As a method of cost control Open Source environments should be utilized as practical.
3. Use of proprietary / platform dependent processes, and routines should be minimized or eliminated (e.g. DTS/SSIS) to avoid having the system deprecated.
4. A development foundry must be defined and priced as part of the proposal.
5. The City will choose whether to host the foundry on premises or in a cloud environment. Any constraints or preferences on hosting locations should be included in the response. Security is a primary consideration and hosting solutions must be CJIS and HIPPA compliant
6. The City will retain full and exclusive rights to the code developed.
7. Agile development, for this project, is defined as a series of sprints using pair programming.
8. Pair Programming is defined as all code written by programmers working in pairs (i.e. two developers working with one screen, one keyboard and one mouse). Pairing allows for highly effective software development, by minimizing distractions, accelerating problem solving, clarifying ideas and facilitating a continuous code-review process. Pair programming has also proven to be exponentially more effective in knowledge transfer in comparison to agile training or coaching. Pair rotations (i.e. rotating developers within pairs), is also a requirement and allows for further knowledge transfer of skills, methodology and the product. Pair rotation also de-risks the City of Colorado Springs dependency on one or two developers having sole knowledge of the code base.
9. The pairing must include at least one and likely two (at the City's discretion) programmers from the City to help hold down costs as well as facilitate transfer knowledge for ongoing maintenance and support.
10. Programmers shall thoroughly annotate the code during development so such annotations can be reference after completion of the project and used for ongoing support and development.
11. Other roles that the City could consider staffing to hold down costs should also be identified.
12. The project must be staffed and scheduled to complete in one year or less.

13. All resources must be co-located in Colorado to eliminate or reduce City travel costs in participating in the programming effort.
14. A cross-functional delivery team must be provided consisting of agile engineers, product managers and product designers. The team must be self-directed, accountable and enabled to make decisions and solve problems quickly. The selected delivery team's Product manager will act as the voice and advocate for the City of Colorado Springs and help manage the backlog. A dedicated product designer on the team is expected which will allow for further agility in responding to changes in the JIS product or user requirements and to minimize the cost of change.
15. A Plan of Record will be required for all of development. A Product Manager will manage the Plan of Record to prioritize stories, maintain timelines and plan for product launches. This Plan of Record will also be used to ensure transparency across the delivery team and remove confusion around what tasks everyone should be working on.
16. The team is expected to conduct an iteration planning meeting on a weekly basis to plan for that weekly sprint. The product manager breaks the product features into detailed stories that the engineers collaborate on and assigns a complexity. The stories are prioritized and product releases are planned. This exercise is intended to provide the City of Colorado Springs with a granular level of control over how the product will function.
17. The City of Colorado Springs will use Velocity as the primary KPI by which to measure the effectiveness of a delivery team. Velocity is a measure of the number of accepted stories on a weekly basis. Delivery leaders are also expected to use this metric to identify anomalies on the development floor and focus their management.
18. The developers will write tests based on user requirements then write the code to pass that test. This provides the City of Colorado Springs with a comprehensive test suite and ensures that the code is aligned with the requirements. The resulting test suite also enables refactoring and quickly adapting to unanticipated changes in the product requirements.
19. The delivery team will integrate and test changes multiple times a day. This practice will be used to reduce the risks associated with code integration, especially when there are multiple work streams working toward the same product.
20. The delivery team will begin each day with a stand up. All the members of the cross functional team will gather to quickly talk about what they have achieved, what they are going to work on and what they are being blocked by. The standups are intended to provide for a consistent and efficient way to harness transparency across the team, and allow for collaboration on solving problems that anyone is facing.
21. In order to continually improve the team dynamic, velocity and quality of the team's code, weekly retrospectives will be held where the team discusses what is working well,

what is not working well and what they are confused about. Action items are then assigned and implemented going forward to continuously improve team processes.

22. If a team has a different approach to their extreme agile development or variations on the above characteristics of the City's anticipated approach those differences and variations should be explained in the proposal.
23. A list of roles, the number of people in those roles, and a projected timeline should also be included in the proposal.