



REQUEST FOR PROPOSAL

R15-134AM

Date issued: 19 October 2015

COLORADO SPRINGS POLICE DEPARTMENT BODY WORN CAMERAS

**THE CITY OF COLORADO SPRINGS
POLICE DEPARTMENT**

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for this solicitation at 10:30 A.M. MDT on 27 October 2015.

PROPOSALS ARE DUE NO LATER THAN

20 NOVEMBER 2015 AT 3:00 P.M. MST

Contact

Andrew McIntyre
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Colorado Springs, CO 80903-2599
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PROJECT BRIEF DESCRIPTION

The City of Colorado Springs and Colorado Springs Police Department (CSPD) request proposals from qualified firms/companies to provide body-worn video camera systems that are flexible, reliable and weather-resistant for approximately 500 sworn officers; as well as provide Managed Services. The duration of the resulting Contract will be two Base Years with option years.

CSPD desires to assign each officer a complete camera system. The camera system should have the ability to record video segments with at least a 30-second, video-only buffer and tag each video segment with metadata from the field via a mobile device or Mobile Data Computer (MDC). It is preferred that the system have the capability to integrate with CSPD Computer Aided Dispatch (CAD) and Records Management System (RMS), automatically tagging the video with call screen and case number data. The recorded video should be viewable, but not editable in the field through the use of a mobile device or MDT.

The camera must be simple to use and the managed digital storage service must have the capability to store all recorded video evidence in a Criminal Justice Information System (CJIS) compliant environment. The Managed Services must include the ability for video evidence to be shared electronically with prosecutors and other outside entities.

Based upon National benchmarks, it is estimated that each officer will record, on average, 2.5 hours of video per day for each of their 4 shifts per week. Based on that assumption, we estimate that there may be a total of 250,000 hours of recorded video per year. (Please see the table below.) It is further estimated that 70% of recorded video will not be retained for longer than 45 days. The current estimate for storage requirements for content longer than 45 days and less than 1 year is 25%, and for video that must be stored for more than a year is 5%.

Video Storage Hours Per Shift Per Officer	Number of Shifts Per Week Per Officer	Video Storage Hours Needed for Each Officer Per Week	Number of Weeks Each Officer Works	Number of Officers With Cameras	Video Storage Hours Per Year
2.5	4	10	50	500	250,000

See Exhibit 5 for additional information.

SECTION INDEX

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL CONTENT
SECTION III	EVALUATION FACTORS
SECTION IV	CONTRACT GENERAL TERMS
SECTION V	APPENDICES/EXHIBITS

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>
Issue Request for Proposal	<u>October 19, 2015</u>
Pre-Proposal Conference	<u>October 27, 2015</u>

A pre-proposal conference is scheduled for 27 October 2015 at 10:30 MDT, Police Operations Center, 1st Floor East Community Room, 705 S. Nevada Ave., Colorado Springs, CO 80903. This meeting is *not* mandatory. However all prime contractors are urged to attend. Offerors are encouraged to attend in person; however, limited conference calling ability

is available. Contact Andrew McIntyre at amcintyre@springsgov.com before 26 October 2015 to arrange teleconference access. Access will be provided on a first come/first served basis.

Cut Off Date for Questions November 4, 2015

Questions about the RFP shall be emailed in writing and directed to Andrew McIntyre, at the following email address: amcintyre@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 November 4, 2015 – 2:00 P.M. MST.

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

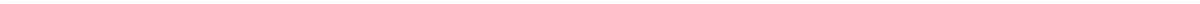
Proposal Due Date	<u>November 20, 2015 at 3:00 P.M. MST</u>
Short List Selection (if applicable)	TBD
Short List Interviews (if applicable)	TBD
Negotiations Begin	TBD
Negotiations End	TBD
Award of Contract (Letter of Intent)	TBD
Notice-to-Proceed	TBD

1.2 **SUBMISSION OF PROPOSAL**

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

Andrew McIntyre
Procurement Services Manager
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 MST, Friday, November 20, 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: R15-134AM CSPD Body Worn Cameras

Due Date:

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 and **six (6)** hardcopies of the proposal documents. 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**'. In addition, Offerors shall submit one CD with a full version of the proposal. All files in the CD version must be MS Word, PDF, or MS Excel.

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.
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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, Police Department 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 anticipated to be as follows.

Base Period:	01 January 2016 – 31 December 2017 (two years)
Option Year 1:	01 January 2018 – 31 December 2018
Option Year 2:	01 January 2019 – 31 December 2019
Option Year 3:	01 January 2020 – 31 December 2020
Option Year 4:	01 January 2021 – 31 December 2021
Option Year 5:	01 January 2022 – 31 December 2022
Option Year 6:	01 January 2023 – 31 December 2023
Option Year 7:	01 January 2024 – 31 December 2024
Option Year 8:	01 January 2025 – 31 December 2025

All options may be exercised unilaterally by the City of Colorado Springs at its sole discretion.

1.14 DEBRIEFING

Offerors not selected or placed on a short list 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. Exhibits are not counted against the page limit.

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

All Offerors must submit a technical proposal. The proposal must include a completed form of Exhibit 5. In addition, Offerors shall submit a technical narrative, which shall include, but not be necessarily limited to, pertinent information on the items requiring explanation in Exhibit 5. Such items include:

1. Camera latency period (see 2.2.1 Req #20)
2. Uniform changes (See 2.2.1 Req #21)
3. Uploading data to the managed service (See 2.2.2 Req #2)
4. Integration capability (See 2.2.2 Req #19a)
5. Summary of Disaster Recovery and Continuity of Operations Procedures (See 2.2.3 Req #5)
6. Customer/Technical Support – Describe the support services offered and any limitations. Include how services work and if there are any additional costs to the City (See 2.2.4 Req #1)
7. Explain camera refresh and upgrade plan (e.g. Camera and associated accessories are replaced every two years). Describe how the process would work and if there would be any additional cost to the City.
8. All others, as applicable.

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address the overall need and each requirement in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. 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 Exhibit 5, 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 Exhibit 5?
 3. Does the technical solution seem realistic?
 4. Does it generally appear that the offeror knows and thoroughly understands the business and requirement(s)?
-

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish technical requirements as defined in Exhibit 5. Additional 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. Are innovations, efficiencies, and specifics provided? Are they realistic? Are they useful for the City?

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 Offeror shall provide and explain project milestones to ensure performance is in accordance with the schedule (See Exhibit 8). 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 offer address corrective actions for delays?
4. Does the proposal explain how the Offeror will remain within schedule and manage follow on support?
5. If the Offeror is using a vendor to host the Managed Service, did they provide their credentials and contact information.

B. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three projects or referenced contracts demonstrating that it successfully provided

services/products 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 presented by the Offeror. At least one primary point of contact shall be identified as key. 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 price for each year of performance. Pricing must be presented as a bundled price per month per camera for the hardware, software, and managed services. Include a description of all items included in the bundled price (description only, not line item costs). Define everything included in managed services and indicate storage capacity (i.e., unlimited or define parameters?) in the bundled price per month.

Additional direct or indirect costs or pricing may be provided separately, however, these separate costs must not include anything indicated as belonging in the bundled price. Separating items that are indicated as belonging in the bundled price may result in rejection of an Offer. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

Price Breakdown Example:

Bundle #1	Included?	Description	
Camera	X	Model #, description	
Charger	X	Model #, description	
Battery	X	Description	
VM Software	X	Description	
Licensing	X	Description	
Warranty	X	Description	
Maintenance	X	Description	
Managed Services (storage & retrieval)	X	Description	
Travel (for Implementation and Training)	X	Number of Travel Days Per Month Included:	Number
PROPOSED BUNDLE #1 PRICE:		\$XX.XX PER MONTH	

Additional Items	Price
Uniform Costs (itemize each piece)	\$XX.XX
Training (itemize by type of training)	\$XX.XX
Interfaces (estimate from past experience)	\$XX.XX

If Offeror's solution requires modification of the Colorado Springs uniform or any new uniform parts, the Offeror shall include the price of each of those items in the cost proposal as separate line items. Prices shall include one amount for the first two (2) years (base period), listing the individual uniform parts required (vest, shirt, undershirt, etc.). Standard issue for the CSPD is: two (2) exterior uniform vests (if required), four (4) short sleeve undershirts, and three (3) long sleeve undershirts. Please let us know what uniform parts (or alterations) are required for your particular solution. In addition, please include separate line items for replacement uniform parts (after the initial issue).

Offerors may propose a variety of configurations. In the Technical Area, Offerors indicated additional costs associated with moderate or significant changes to their standard product for "Should Have" or "Could Have" requirements. Offerors should indicate pricing for the standard product in addition to pricing for a product that would meet "Should Have" or "Could Have" requirements as options. In its evaluation, the City will determine which configuration constitutes

the best value to the City. All "Must Have" requirements must be met in the standard pricing.

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. The budget amount will not be provided and should not be assumed from figures provided in separate contexts.

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. Do the costs look appropriate for the tasks?
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?

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:

Technical Area, Management Area, and Price/Cost Area are of equal importance.

Proposal Presentation Area is of secondary importance.

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 the Technical Area:

Exceptional – The proposal meets all “Must Have” requirements and meets all or almost all of the “Should Have” and “Could Have” 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.

Very Good -- The proposal meets all “Must Have” requirements and meets many of the “Should Have” or “Could Have” 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.

Satisfactory -- The proposal meets all “Must Have” requirements and meets some of the “Should Have” or “Could Have” 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 actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal meets all “Must Have” requirements and meets none or few of the “Should Have” or “Could Have” requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet all “Must Have” requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive

compromise of requirements is needed.

2. The following apply the Management 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.

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.

Satisfactory -- The proposal meets 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 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. There are some corrective 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. There are many corrective actions required, and substantive compromise of requirements is needed.

3. 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 lower than the budget amount and/or the average price of the competition.

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 lower than the budget amount and/or the average price of the

competition.

Satisfactory -- The proposal meets 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 actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

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 actions required, and some non-substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

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 actions required, and substantive compromise of requirements is needed. The price is far above the budget amount and/or the average price of the competition.

4. 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 that of the competition, industry standard, or reasonable expectation.

Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

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 that of the competition, industry standard, or reasonable expectation.

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 that of the competition, industry standard, or reasonable expectation.

D. 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: .30

Management Area: .30

Price/Cost Area: .30

Proposal Presentation Area: .10

E. 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.

3.2. 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, 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 will be requested to submit revisions, and the revisions will be scored accordingly. The goal of the forced elimination

process is to reach consensus. 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.

3.3 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

See Exhibits

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 and Specifications
Exhibit 6	Representations and Certifications
Exhibit 7	Clauses Required for Contracts with Federal Grants
Exhibit 8	Schedule

EXHIBIT 1 PROPOSAL CERTIFICATION

The Offeror must return a completed version of this Exhibit with its proposal.

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:_____.

EXHIBIT 2 SAMPLE CONTRACT

In addition to the following, Offerors are advised that the City will negotiate a milestone schedule with liquidated damages for late delivery before contract execution. This template is provided for information purposes only and is subject to change.

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>
Base Year:		
Option Year One:		
Option Year Two:		
Option Year Three:		
Option Year Four:		

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 \$XXXXXXX. The value and current funding is \$XXXXXXX 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 Contract 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 Manager and/or the City Contracting Manager determine, 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.
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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

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:

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	
Witness	

EXHIBIT 3 EXCEPTIONS

The Offeror must return a completed version of this Exhibit with its proposal.

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 affect 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: _____

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The Offeror must return a completed version of this Exhibit with its proposal.

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. X 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 COLORADO SPRINGS POLICE DEPARTMENT BODY WORN CAMERAS (FOR COMPLETION WITH TECHNICAL AREA PROPOSAL)

See Attached Word Document

Background and Objectives

The City of Colorado Springs and Colorado Springs Police Department (CSPD) request proposals from qualified firms/companies to provide body-worn video camera systems that are flexible, reliable and weather-resistant for approximately 500 sworn officers; as well as provide Managed Services. The duration of the resulting Contract will be two Base Years with option years.

CSPD desires to assign each officer a complete camera system. The camera system should have the ability to record video segments with at least a 30-second, video-only buffer and tag each video segment with metadata from the field via a mobile device or Mobile Data Computer (MDC). It is preferred that the system have the capability to integrate with CSPD Computer Aided Dispatch (CAD) and Records Management System (RMS), automatically tagging the video with call screen and case number data. The recorded video should be viewable, but not editable in the field through the use of a mobile device or MDT.

The camera must be simple to use and the managed digital storage service must have the capability to store all recorded video evidence in a Criminal Justice Information System (CJIS) compliant environment. The Managed Services must include the ability for video evidence to be shared electronically with prosecutors and other outside entities.

Based upon National benchmarks, it is estimated that each officer will record, on average, 2.5 hours of video per day for each of their 4 shifts per week. Based on that assumption, it is estimated that there may be a total of 2.5 hours/officer X 4 shifts/week X 50 weeks/year = 500 hours per officer per year X 500 Officers = 250,000 hours of recorded video per year. It is estimated that 70% of recorded video will not be retained for longer than 45 days. Current estimate for storage requirements for content longer than 45 days and less than 1 year is 25%, and for video that must be stored for more than a year is 5%.

Video Storage Hours Per Shift Per Officer	Number of Shifts Per Week Per Officer	Video Storage Hours Needed for Each Officer Per Week	Number of Weeks Each Officer Works	Number of Officers With Cameras	Video Storage Hours Per Year
2.5	4	10	50	500	250,000

The objectives of this endeavor are:

- To increase transparency and accountability in encounters between CSPD and the Public.
- To improve evidence collection to be used in criminal and administrative investigations.
- To obtain a robust, stable, supportable, and durable body-worn camera system for our employees.
- To provide the ability for officers to utilize a body-worn camera without significantly increasing their workload and/or time spent on administrative tasks related to the camera system.
- To provide a streamlined, digital video evidence management and sharing procedure that doesn't overly tax our current staff and is easily used and accessed by our partner agencies.
- To provide an efficient and semi-automated procedure to redact digital video evidence prior to release to the public.

TERMS DEFINED:

CSPD	Colorado Springs Police Department
Managed Services	Application is Software as a Service (SaaS) and data is hosted by suppliers or supplier's partner.
Software as a Service (SaaS)	A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.
Mobile Data Computer (MDC)	Computerized device used in public transit vehicles, such as police vehicles.

FUNCTIONAL REQUIREMENTS:

Definitions

<p>1-Must Have (Describes a requirement that must be satisfied in the final solution for the solution to be considered a success.)</p> <p>2-Should Have (Represents a high-priority item that should be included in the solution if it is possible. This is often a critical requirement but one which can be satisfied in other ways if strictly necessary.)</p> <p>3-Could Have (Describes a requirement which is considered desirable but not necessary. This will be included if time and resources permit.)</p> <p>SD = Standard - Requirement is standard to product or application software no modification needed.</p> <p>MC = Moderate Change – Product or application software will satisfy this requirement with moderate modification (to be accomplished within two days).</p> <p>SC = Significant Change - Significant customization (beyond two days) is required to satisfy the requirement.</p>
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Offerors not meeting "Must Have" requirements in their basic price will be considered unacceptable. For "Should Have" or "Could Have" requirements that require moderate or significant changes, the Offeror must indicate the price of the change from its standard price in the "Additional Cost" column.

2.2.1 Body Worn Camera Systems

Req #	2.2.1 Body Worn Camera	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	Ability to add metadata to include a) call screen, b) case number, c) department-specified categories and d) notes in the field.	1					
2	Ability to support high (HD 1080), medium (HD 720P), and low (VGA 640x480) quality recordings configurable by CSPD.	1					
3	Ability to include more than ten (10+) hours of battery life while in buffering mode.	1					
4	Ability to include a minimum of four (4) hours of total recording time with each battery charge. Loss of power must not cause data to be lost or corrupted.	1					
5	Ability to have an indicator and display of current battery level and operating mode.	1					
6	Ability to record and export video and audio in a standard, non-proprietary format.	1					
7	Ability for camera to support adjustable compression.	1					

8	Ability for camera to support video encoding formats including MPEG-4, H.264, and H.265.	1				
9	Ability to record 30 frames per second or higher.	1				
10	Ability for camera to clearly capture conversational speech at a distance of a minimum of three (3) feet without wind or excessive background noise.	1				
11	Must include synchronized audio and video; time synchronized with video.	1				
11a	Device clock must be synchronized with an external universal clock, either GPS or another source, when the unit is plugged in for absolute time of day to ensure accuracy.	1				
12	Ability for the camera to prohibit recordings from being edited or deleted in the field and not allow the user to edit, delete or overwrite existing data before the files have been transferred to the storage repository.	1				
13	Ability to upload data using one or more of these options; USB3 or faster, Wi-Fi, or LTE. Provide the available upload options and maximum transfer rate for each.	1				
13b	Ability for camera to upload from the field automatically while recording or after recording stops	3				

14	Ability for camera to charge using USB mini/micro adapter	1				
15	Ability for camera system to export all recorded footage to a Managed Service in its original file format and without loss of quality or associated metadata.	1				
16	The body-worn camera to be constructed of impact-resistant materials.	1				
16a	Ability for camera device to withstand considerable and repetitive pressure, vibration, and mechanical shock. It should operate within a temperature range from very cold to very hot and be resistant to common environmental hazards, such as dust, condensation, water splashes, and RF interference.	1				
17	The body-worn camera to be an IPX2 rated weather resistant system.	1				
17a	Ability to focus on all objects from about 1 foot away to infinity and employs continuous autofocus or fixed focus.	1				
18	Ability for the camera to be low-light capable, sensitive to less than 1 lux, non-artificial light source with the ability for the user to turn low light settings on and off.	2				
18a	Ability to record quality (usable) video in low-light conditions.	2				

19	Ability to have camera-captured, video-playback in the field. Please provide connection method (ex. Wi-Fi, Bluetooth)	3					
20	Ability for camera to have a minimum of a 30-second buffering period to continuously record video only before pressing record button, and for that 30-seconds of video to be permanently recorded when the record button is pressed.	3					
21	Ability to wear the camera using existing uniforms.	3					
22	Ability to mount camera using multiple options on officers' uniforms Please provide options.	3					
23	Ability for camera to take video with a minimum of a 90-degree, horizontal angle of view.	2					
24	Ability to record audio only. Please provide encoding format and audio capture rate	3					
24a	Ability to mute audio recording while continuing video recording.	3					
25	Ability to upload one typical shift's worth of video (2.5 hours), add tags and notes to video, and validate successful upload in 15 minutes	2					

26	Ability to start camera recording automatically in the field based on triggers	3					
27	GPS information can be captured and stored with the video	3					
28	Accelerometer information can be captured and stored with the video	3					
29	Ability to start camera recording remotely	3					
30	Includes a battery charger. Please explain how this is done with your equipment.	1					
30a	Includes a car charger.	2					
31	If a docking station is used, it does not require a computer for secure encrypted upload to Managed Service.	2					
32	If a docking station is used, it uploads to Managed Service through Internet connection at designated City locations.	3					
33	The charging device uploads video and charges simultaneously.	3					
34	Weight and form of device will not distract or hinder the officer wearing the device from performing other job functions, especially those related to officer safety.	1					

2.2.2 Managed Service System

Req #	2.2.2 Managed Service System	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	Includes a Managed Service that allows the storage and electronic sharing of digital evidence (photo, video, and audio).	1					
2	Includes a way to upload data to the Managed Service.	1					
3	Ability to share video evidence with users outside agencies via email using a URL link within a limited, defined timeframe.	1					
4	Supports external agency account access to selected videos and viewing auditing	1					
5	Ability to share video evidence with individuals and groups containing at least 150 individuals.	1					
6	Ability to manage editing and deletion privileges and include an auditing capability that keeps an ongoing log of edits and deletions, the record affected, and the person who completed the action.	1					
7	Includes controlled access to evidence using agency-defined roles, permissions, users, and passwords, completely customizable by agency.	1					

Req #	2.2.2 Managed Service System	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
8	Includes the ability to recover purged and/or otherwise deleted evidence within a minimum of seven (7) days after deletion.	1					
9	Includes user-configurable, category-based evidence retention policies for automated database video purging management.	1					
10	Includes reporting capability that allows automatic tracking of user/device/system activities.	1					
10a	Ability to create custom reports as needed.	2					
11	Ability to generate real-time audit reports in PDF format to show chain of custody for evidence.	1					
11a	Ability to store video in original state and any changes (redactions, edits) will be stored as a separate instance/file.	1					
11b	Playback of video will display information about the recorders identity (ex. Watermark)	3					
12	Generates user-specified timeframe audit reports in PDF, CSV, and RTF format to show overall data usage, individual officer data usage and uploads.	1					

Req #	2.2.2 Managed Service System	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
13	Includes case creation for multiple evidence files.	1					
14	Ability to create tags, markers, and clips without altering the original video segment.	1					
15	Ability to include multiple indexing fields	1					
16	Ability to include user-defined search fields based upon current law enforcement business practices.	1					
16a	Ability to search for videos using a map interface	3					
17	Ability to include tracking system reports and maintain the metadata.	1					
18	The Managed Service System has a minimum of six (6) searchable fields in addition to category based fields.	3					

Req #	2.2.2 Managed Service System	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
19	Ability to customize services: Capability to integrate Managed Service with other City systems (e.g., Computer Aided Dispatch (CAD from HiTech), Records Management System (RMS from NewWorld), as well as governmental partners as determined by City IT Services, such as 4 th Judicial District Attorney's Office; City Attorney's Office) and automatically tag the video with call screen and case number data.	3					
20	Managed Service supports a semi-automated and advanced redaction (ex. Face recognition) system that is capable of redacting video and audio. This system should provide the user the ability to redact multiple video frames at one time rather than redacting frame-by-frame.	2					
20a	System supports basic redaction capabilities	1					
20b	Managed Service supports ability to select a portion of a video to be viewed by others. (ex. 2 minutes out of a 10 minute video)	2					
21	Ability to enhance and sharpen the video image for clearer viewing	2					

Req #	2.2.2 Managed Service System	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
22	Managed Service will have a proven track record that includes no performance degradation when configured in a multi-user environment with scalability for up to 800 users and 100 concurrent users.	1					
23	Managed Service's web components must be compatible with the most stable version of the following browsers: IE, Firefox, Chrome, Safari, within 30 days of the browser upgrade/release, and patch.	1					
24	Managed Service integrates with the City's identity management tools, which includes on premise AD DS, and Azure-based domain controller.	1					
25	Does not require any proprietary file formats or software to view video and be capable of working on any software that has browser-based access.	1					
26	Managed Service is configurable to work in a distinct multi-agency scenario.	1					

2.2.3 Video Storage Requirements

Req #	2.2.3 Video Storage Requirements	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
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Req #	2.2.3 Video Storage Requirements	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	Ability to download video from storage for multiple camera units simultaneously	1					
2	Systems must be capable of generating configurable audit trails and logs.	1					
3	Allows for the video to be exported in an industry standard file format. (ex. AVI, MPEG, MP4)	1					
4	All evidence must be stored in a CJIS-compliant environment	1					
5	Ability to provide a Disaster Recovery and Continuity of Operations procedure.	1					
6	Provide a solution to extract and provide all videos and meta data in a format that can be indexed and searched if requested within a 90 day time period with no additional costs	1					
7	Allows the system administrator to control the length of retention of videos	1					
8	No local storage of data is required.	1					
9	Storage must include geo-dispersed redundant back-up.	1					

2.2.4 Customer/Technical Support

Req #	2.2.4 Customer/Technical Support	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	Provides online, email-based and phone-based technical support available 24/7/365 (24 hours a day; 7 days a week; 365 days a year). Support to be provided with one hour or less response time to problems with a clearly defined priority escalation process.	1					
2	Ability to provide on-site technical support when required. (This on-site support may be requested when it is determined that the problem cannot be corrected by phone support)	1					
3	Hosting and software maintenance services, at a minimum, shall include updates and upgrades to the solution, including correction of any substantial defects, fixes or any minor bugs, and fixes due to any conflicts with mandatory operations system security patches as well as upgrades to new version releases.	1					

Req #	2.2.4 Customer/Technical Support	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
4	Selected vendors shall be responsible for ensuring system availability and a minimum uptime of 99%. Non-production compatibility with deployed BWC devices.	1					
5	Ability to provide standard SLA's for high, medium, and low priority incidents and requests.	1					
6	Ability to clearly identify your support methodologies (i.e., phone, email, etc.) for both emergency and non-emergency incidents and requests.	1					
7	Ability to meet all state/local/federal laws and security requirements.	1					
8	Ability to identify a list of pre and post implementation documentation that will be delivered at various stages of the project configuration/deployment.	1					

2.2.5 Model Configurations

Req #	2.2.5 Model Configurations	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
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Req #	2.2.5 Model Configurations	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	For all items listed herein under warranty, should a hardware model number and/or configuration become unavailable during the life of the contract, Vendor must provide a replacement configuration that is equal to or better than the original configuration contained in the quotation at no additional cost to the CSPD, City of Colorado Springs.	1					
1a	Outside of warranty, should a hardware model number and or configuration become unavailable during the life of the contract, vendor will provide additional units at the same original cost.	1					
1b	Support the CSPD, City of Colorado Springs plan to request sufficient samples for testing from the vendor to determine that the proposed product meets the needs of CSPD at no additional cost. Samples will be tested and trialed; however, upon completion of the evaluation, the samples may be returned to the vendor.	1					

2.2.6 Spare Parts Inventory

Req #	2.2.6 Spare Parts Inventory	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	Vendor is responsible for supplying a sufficient level (5%) of critical spare parts inventory (to include at a minimum: batteries, cords, docks, etc.).	2					
1a	Vendor will replace discontinued parts with new system equipment that is compatible with the currently-used system or replace equipment to ensure equipment is useable the entire duration of the Contract, at no additional cost to the City.	1					
1b	Vendor will have thirty (30) days from the system go-live date to provide all critical spare parts inventory on the CSPD site. This inventory should grow in proportion to the number of cameras deployed.	1					

2.2.7 Warranty Management

Req #	2.2.7 Warranty Management	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	Warranty Requirements						

Req #	2.2.7 Warranty Management	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1a	All products will be warrantied for a minimum of two years from activation. On your pricing proposal, provide the price of additional annual extended warranty the Option years.	1					
1c	Vendor will track, manage, and administer all warranty-related defects, exchanges, and replacements during the term of the contract.	1					
1d	Vendor will pay for all shipping and freight expenses related to the exchange or purchase of equipment under warranty.	1					
2	Replacement and Repair						
2a	Warranty work shall be accomplished within an appropriate length of time (generally 7 working days or less) and shall be coordinated with an appropriate CSPD representative.	1					
2b	If the repair takes longer than 7 working days, or is critical equipment, the vendor shall provide "loaner" equipment until repair is complete.	1					
2c	The loaner program will include OVERNIGHT shipment for critical equipment.	1					

Req #	2.2.7 Warranty Management	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
2d	Repair or replacement parts for existing equipment may be accomplished using non-original equipment manufacturers (non-OEM) parts; however, all parts or equipment furnished must be equal or exceed the quality of the original equipment manufacturer's parts.	1					
2e	All repair and/or replacement items provided by the vendor shall be equal in all respects to the original equipment and completely interchangeable.	1					

2.2.8 Training

Req #	2.2.8 Training	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	Systems operation, diagnostics repair and maintenance, as well as administration training will be provided to CSPD-identified personnel on an annual basis or as necessary to keep users abreast of software/system changes or upgrades.	1					
1a	Training shall be a train-the-trainer program on-site and may consist of a variety of training methods and tools.	1					
2	Provide training for full CSPD workforce.	3					

Req #	2.2.8 Training	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
3	Provide all training and reference materials in an electronic format.	1					
4	Provide training materials via on-line videos or other resources on an ongoing basis throughout the term of the contract.	2					

2.2.9 Security

Req #	2.2.9 Security	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
1	All persons working with the City of Colorado Springs' information shall sign a confidentiality statement.	1					
2	Automated vendor firmware, software, and hardware must update seamlessly to devices.	1					
3	Ability to provide information on who is hosting the Managed Service.	1					
4	Only secure protocols shall be used when transferring sensitive information (e.g. passwords, code, PII, City Protected Data, etc.). Examples include: SSH, HTTPS, TLS, etc.	1					
5	When usernames and passwords are used for authentication, usernames must be unique and traceable to an individual worker.	1					

Req #	2.2.9 Security	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
6	Applications shall generate logs for important security events.	1					
7	Systems must log successes and failures of user authentication at all layers.	1					
8	Systems must log all user transactions in the database so that historical changes can be audited.	1					
9	Systems must provide an automatic timeout of user sessions after a configurable amount of inactivity.	1					
10	Ability to provide a security program and include items like privacy policies, accreditations, and notification procedures.	1					
11	Provide authentication through use of complex passwords, password expiration, initial password reset, password length settings, multifactor authentication, and unsuccessful access attempt limit capabilities.	1					
12	Provide the ability to encrypt transmitted data and authentication information over internal and external networks.	1					

Req #	2.2.9 Security	1-Must Have 2-Should Have 3-Could Have	SD	MC	SC	Comments/Notes	Additional Costs
13	System provides, at a minimum, encryption in transit of Secure Socket Layer (SSL) 1024 bit key or better and at rest Advanced Encryption Standard (AES) 256 bit or better.	1					
14	Provide password protected encrypted storage.	1					
15	Provide ability to protect audit logs from unauthorized access.	1					
16	Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.	1					
17	Provide ability to automatically archive audit logs,	1					
18	Provide ability to log changes of administrative settings.	1					
19	Provide the ability to send alerts to administrators for unauthorized access attempts.	1					
20	Enable automatic logoff of ID after a defined period of session inactivity; and perform subsequent re-log-on password authentication.	1					
21	Provide centralized administration, user authorization, registration and termination.	1					

EXHIBIT 6 – REPRESENTATIONS AND CERTIFICATIONS

The Offeror must return a completed version of this Exhibit with its proposal.

REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

This firm shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Contractor shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Contractor’s proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) When the Contractor has reasonable grounds to believe that a violation described in this clause may have occurred, the Contractor shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Contractor must disclose with the signing of this Contract, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor’s firm or any of its branches.
- d) In addition, the Contractor must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Contractor shall not engage in providing gifts, meals or other amenities to City employees. The right of the Contractor to proceed may be terminated by written notice issued by City Contracts Specialist if Contractor offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Contractor shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the contractor will properly compensate the City.
- g) The Contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

Initials for 2

3. ILLEGAL ALIENS

If Provider has any employees or subcontractors, Provider shall comply with § 8-17.5, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Provider shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Provider has verified or attempted to verify that Provider does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Provider will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
 - a. Notify the subcontractor and the City within three days that Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving the notice under 4.a., the subcontractor does not stop employing or contracting with the illegal alien. However, the Provider shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 - ii. The Provider will not employ the illegal aliens in the performance of any City contract.
5. Provider shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

6. If Provider violates this provision, the City may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Provider shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Contractor shall coordinate the work harmoniously with the other contractors or City personnel.

Initials for 4

5. INTERNET USE

Should the Contractor require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of this Contact.

Initials for 5

6. LITIGATION

If awarded the contract, Contractor shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Contractor shall deliver copies of such document(s) to the City's Procurement Services Manager. The

term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- _____ Small Business
- _____ Minority Owned Business/Small Disadvantaged Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Initials for 7

8. CONTRACTOR PERSONNEL

- a) The Contractor shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Contractor in all administrative matters concerning this Contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Contractor's Proposal, unless the Contractor provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Contractor.
- c) The Contractor shall appoint a "Point of Contact" (POC) who shall be responsible for the day-to-day management and supervision of the contract performance. Before commencing the contract, the Contractor shall provide the City in writing with information regarding how to contact the POC including, for example, his or her name,

telephone number, facsimile number, pager number, if any, address, and information relating to other means of communication.

The individual, _____ (Name)

with position, _____ (Title)

Can be reached at

Work telephone number: _____

Home telephone number: _____

Cellular telephone number: _____

E-mail address: _____

Initials for 8

9. CONTRACTOR'S ACCEPTANCE OF CREDIT CARD PAYMENT METHOD

The Contractor hereby accepts payment using the City's VISA card program. Contractor must submit any necessary paperwork that the City Contracts Specialist needs to complete and return.

Initials for 9

10. CONTRACTOR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Contractor;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the State of Colorado. The Contractor certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- d) The Contractor certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Contractor in preparing its bid.
- e) By submitting an offer the Contractor certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 10

11. CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 11

12.ACCEPTANCE OF CITY CONTRACTS SPECIALIST’S SOLE AUTHORITY FOR CHANGES

The Contractor hereby agrees (if awarded a contract for this effort), that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 12

EXHIBIT 7 – CLAUSES REQUIRED FOR CONTRACTS WITH FEDERAL GRANTS

1. 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.

2. TERMINATION

- a. 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:

- i). Immediately discontinue all services affected (unless the notice directs otherwise), and
 - ii). 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.
- b. 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. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.
 - c. 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).

- d. 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.
- e. Disputes under this clause shall be governed by the provisions of the Disputes Clause of this Contract, under Article 1 of this Exhibit. The parties agree that termination for convenience is not a dispute for purposes of this Contract.
- f. 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.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204

of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (8) *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (9) *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- (10) *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (11) *Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

4. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

(a) Requirements for prime contractors and subcontractors.

- (1)** Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided,* That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.
- (2)** Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.
- (3)** The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.
- (4)** Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is

ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

(b) Requirements for bidders or prospective contractors—

(1) Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

(2) Additional information. A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

(c) Use of reports. Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

5. CONTRACT WORK HOURS AND SAFETY STANDARDS (from FAR 52.222-4)

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

The term "Government" herein shall refer to the City of Colorado Springs and any interested federal or state entity.

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold

payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

6. CLEAN AIR ACT

By signing this Contract, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Further, the Contractor agrees to include this clause in all subcontracts in excess of \$150,000.

7. DEBARMENT AND SUSPENSION

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

8. BYRD ANTI-LOBBYING AMENDMENT

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

9. SMALL BUSINESS REQUIREMENTS

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guide.

EXHIBIT 8 -- SCHEDULE

Abbreviated Body Worn Cameras (BWC) Project Schedule Colorado Springs Police Department

TASKS	Q1 Oct-Dec 2015	Q2 Jan- Mar 2016	Q3 Apr-Jun 2016	Q4 Jul-Sep 2016	Q5 Oct-Dec 2016	Q6 Jan- Mar 2017	Q7 Apr- Jun 2017	Q8 Jul- Sep 2017
Planning								
1. Engage in procurement process to select BWC system (RFP & Vendor Selection Plan)	X							
2. Vendor Selection Complete	X							
3. Sign contract with vendor		X						
4. BWC Plan Approval (Business/IT)		X						
Design								
5. Develop technology project plan and begin bi-weekly technology implementation meetings (Project Team, City IT and Vendor Engagement)		X						
6. IT/Vendor Design Complete (need IT/vendor schedules for integration work)		X						
7. Camera Process Mapped (assignment of camera through data storage)		X						
8. Design Approval (Business & IT)		X						
Build								
9. Build-Out / Configurations / Supply Equipment & Cameras		X	X					
10. City IT / Vendor Build Complete			X					
Testing & Implementation								
11. Implement technology in test environment and develop testing plan (up to 100 cameras delivered by Vendor for testing)			X					
12. UAT (User Acceptance Testing) - Small Pilot with chosen camera?*			X	X				
Deployment & MoC (Management of Change)								
22. Deployment of remaining cameras				X				
23. Train the Trainers (Vendor training)	X							
▪ Develop Training Materials / Cheat Sheets	X							

TASKS	Q1 Oct-Dec 2015	Q2 Jan- Mar 2016	Q3 Apr-Jun 2016	Q4 Jul-Sep 2016	Q5 Oct-Dec 2016	Q6 Jan- Mar 2017	Q7 Apr- Jun 2017	Q8 Jul- Sep 2017
24. Train evidence and records staff that will be responsible for retention, maintenance, redaction, and distribution of recordings	X	X						
25. Hold Officer training sessions				X				
26. All supervisors, officers, and staff trained / all cameras deployed – Milestone				As officers complete training				
27. Manage and operate the IT platform and provide feedback for continued improvement					X	X	X	X