GRANICUS

PROPOSAL FOR

The City of Coconut Creek

Government Transparency, Efficiency, and Collaboration Solutions

Presented by:
Jack Melnicoff
Enterprise Account Manager
March 28, 2014

Granicus Plan Letter

04.28.2014

Francisco Porras
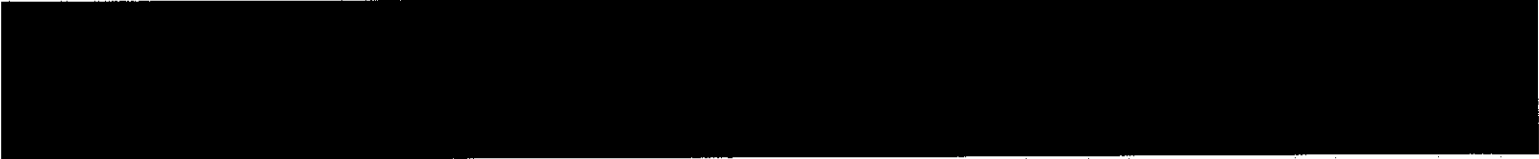Chief Information Officer
City of Coconut Creek

Francisco,

Thank you for considering Granicus, we're excited to support your strategic plan to provide staff and the community with cloud based applications to accomplish the City's community engagement initiatives, as well as address public meeting management and workflow needs. It has been a pleasure to work with the City of Coconut Creek. We look forward to establishing a rewarding, long-term relationship with you.

At Granicus, our primary purpose is to help you build better communities by harnessing the power of the Cloud. Thank you for giving me the opportunity to learn about your needs and ideas and I look forward to working with you and other members of your team to implement solutions to help you to achieve greater success.

The City of Coconut Creek's solution is one that Granicus can only provide, due to this fact Granicus' clients typically use sole source as their method of procuring their solution. Here are some key highlights:
- Granicus is only provider of a platform that offers both agenda automation, meeting management and citizen participation feedback
- Granicus is the only provider of an application written exclusively for Apple iPads, iLegislate, to track and annotate agenda items and view public comment and ideas
- Granicus is the only provider of a citizen participation tool that allows for members of the public to comment on agenda items electronically to help with compliance around Florida Statute SB 50

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- A documented and extensive legislative content Open API architecture and SDK that allow for seamless integrations with systems already in place
- Unlimited storage and distribution for all meeting bodies and non-meeting content on an indefinite retention cycle

Over 1,200 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience, which has allowed us to develop solutions with government in mind. We hope that you enjoy being part of the Granicus client family.

Most Sincerely,

Jack Melnicoff
Enterprise Account Manager
JackM@granicus.com
352.514.4653

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Granicus Proposed Solution

Granicus® Open Platform
The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents.

- Unlimited content storage and distribution
- Open architecture and SDK
- Citizen web portal

Citizen Participation Suite
The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions.

- Capture citizen ideas and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions
- Access community ideas, demographics, and feedback within iLegislate®

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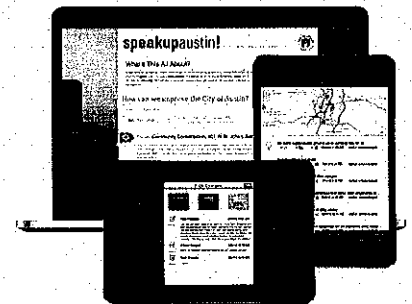
Legislative Management Suite

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Organize, store and retrieve documents
- Continuous legislative workflow
- Track and search legislative data
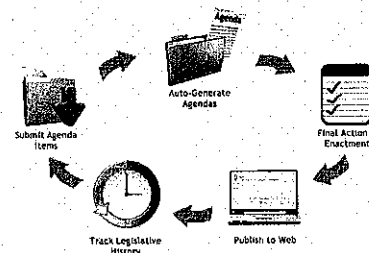
iLegislate®

Granicus' mobile agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over the iPad®. iLegislate is a free app that can be downloaded from iTunes, and works with any Granicus suite.

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes, annotate, and email agenda items

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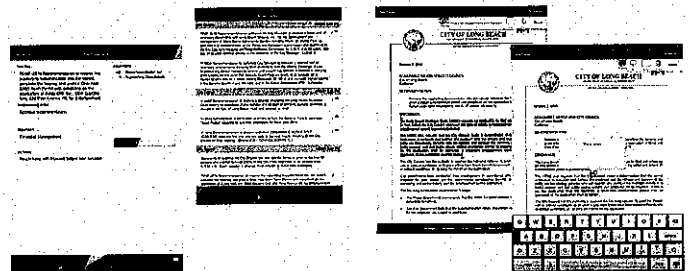
Client Discount – Investment Details

The City of Coconut Creek is receiving a "Bundled" discount as part of being a client, as well as an additional promotional rate for the solution summarized above. Below are the City's investment details that will be honored through April 30th 2014

Item	Professional Services	Monthly Services
Granicus Open Platform	$0.00	$389.00
Citizen Participation suite	$0.00	$750.00
Legislative Management suite	$18,050.00	$780.00
TOTAL	$18,050.00	$1,919.00
CLIENT BUNDLE DISCOUNT	$15,500.00*	$1,369.00*
1st Year Promotional Monthly Service Cost		$1,119.00**

*As a Granicus client the City of Coconut Creek will receive a "client discount" of $15,500 for the Professional Services and $1,369 for the monthly managed services.

**For the initial year the City of Coconut Creek will receive a "promotional rate" of $1,119. After 12 months the monthly investment will revert back to the "client discount" of $1,369.

*Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
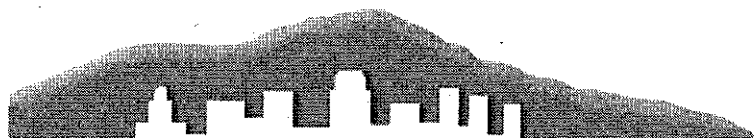
CITY OF COLORADO SPRINGS

INFORMAL REQUEST FOR PROPOSALS
R13-077EO

Legislative Software
FOR
THE CITY OF COLORADO SPRINGS
CLERK AND RECORDERS OFFICE

A Pre-Proposal Conference is not scheduled for this solicitation

PROPOSALS ARE DUE NO LATER THAN 3:00 P.M.
FRIDAY, AUGUST 7, 2013

CITY CONTACT
Erin Obering |Contracts Coordinator
30 S. Nevada, Ste. 201, MC210 | Colorado Springs, CO 80903
P (719) 385-5265 | F (719) 475.8477 | eobering@springsgov.com

PROJECT BRIEF DESCRIPTION

The objectives of this engagement are:
1. Enhanced citizen engagement through increased availability of information on the web
2. Increased transparency of status and results of legislative action and performance
3. Increased citizen-driven government through a 2-way dialog between citizens and elected leaders on key challenges affecting our city, opportunities to solve those challenges, and prioritization of taxpayer resources.
4. Process efficiency through automated agenda and minutes management processes, ensuring agenda items and supporting materials are tracked from inception to scheduling, and delivered to legislators, city executives, and citizens in a user friendly electronic manner.
5. Process efficiency through semi-automated legislative and board meetings, including speaker queuing, motions, votes, attendance, and roll call.

For a more detailed Scope of Work, please see Exhibit 2: Scope of Work

SECTION INDEX

SECTION I   PROPOSAL INFORMATION

SECTION II   PROPOSAL CONTENT

SECTION III   EVALUATION FACTORS

SECTION IV   CONTRACT GENERAL TERMS

SECTION V   APPENDICES/EXHIBITS

Table of Contents

SECTION I

1.0   PROPOSAL INFORMATION

Section I provides general information to potential Offerors on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

GENERAL INFORMATION

City Contracting no longer maintains a bidders' list. However, Mountain Metro Transit does maintain their own bidders list; please contact Brittany Goode at bgoode@springsgov.com for more information All projects subject to formal competition are posted on our website or in the lobby of our office at 30 S. Nevada Ave. Ste 201, Colorado Springs CO. 80903.

The City has a free e-mail service through which you may be automatically notified when a project has been posted. To request this service, please go to www.springsgov.com at the top of the page click on the "Subscribe to our site for email city news, events and updates" and follow the instructions to register for this service.

To view current projects on the City Contracting webpage, go to www.springsgov.com, go to City Agencies and then click on Procurement Services, click the blue link to the left of the page "Current RFP's and Bid Invitations", then click "Continue" at the bottom of the page. This will bring you to the "projects page" which lists City projects. Each listing has two links on the page which you can access.

The first link called "Project Description" gives all pertinent data regarding the project #, project name, due date, etc.   The second link "Download RFP/IFB" will allow you to view, download and print the project documents.

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.

1.1   SUBMISSION OF PROPOSAL

a.   **Sealed offers** are to be submitted to:
        Erin Obering
        Contracts Coordinator
        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 **August 7, 2013 at 3:00pm.**

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.	R13-077EO LEGISLATIVE SOFTWARE
Due Date:	August 7, 2013 at 3:00pm
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.

1.2 PRE-PROPOSAL CONFERENCE

There is no Pre-Proposal Conference scheduled for this project.

1.3 NUMBER OF COPIES

Offerors shall submit **one (1) unbound** *original* set and **six (6)** copies 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'*.

1.4 SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall govern the preparation and submission of proposals and any contract that may ensue. Please note the following definitions of terms as used herein:

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

1.5 PROPOSAL INFORMATION

a. All questions regarding proposal preparation, the selection process, specifications, and interpretations of the terms and conditions of the RFP shall be submitted in writing no later Wednesday, July 31, 2013 prior to the deadline for submission of offers.

b. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Colorado Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

1.6 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.

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.

1.7 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.

1.8   AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The 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 (see 1.1 above).

1.9   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 (see 1.1 above).

1.10   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 at any time within 60 calendar days from the date of submission deadline (see 1.1 above). 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 in it 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.

1.11   PROPOSAL PREPARATION COST

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

1.12   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).

1.13   CONTRACT ADMINISTRATION

The City of Colorado Springs, I.T. Department shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.14   SCHEDULE OF EVENTS

The upcoming schedule of events is **_tentatively_** scheduled as follows:

Issue Request for Proposal	July 24, 2013
Proposal Due Date	August 7, 2013 at 3:00 P.M.
Short List Selection (if applicable)	TBD
Short List Interviews (if applicable)	TBD
Award of Contract (Letter of Intent)	August 2013
Notice to Proceed	August 2013

1.15   INQUIRIES

Questions about the RFP shall be in writing and directed to Erin Obering, at the following address. 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 3:00 PM, July 31, 2013.

Erin Obering, Contracts Coordinator
30 S. Nevada Ave. Suite 201
Colorado Springs, CO 80903
Telephone (719) 385-5265
Fax (719) 475-8477
E-mail eobering@springsgov.com

The preferred method of submitting questions is by e-mail to the Contracts Coordinator.

1.16 PERFORMANCE PERIOD

The term of this contract shall be one (1) year, subject to four (4) one-year renewals, at the City's sole discretion. The desired period of performance for initial implementation will be ninety (90) calendar days. The City reserves the right to cancel the contract at any time, if, in the opinion of the City, the service is considered unacceptable.

1.17 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 in 1.15. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after notification that your firm was not selected.

1.18 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. The Offeror must also provide evidence of the authority of the officer or agent to bind the Offeror.

1.19 SUBSTANTIVE PROPOSALS

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

1.20 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 revealed 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.

1.21 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.

SECTION II

2.0   PROPOSAL INFORMATION

2.1   PROPOSAL FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than fifteen (15) pages. We recommend that you include concise, but complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required services. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. **A page shall be defined as 8-1/2" x 11", single sided with a minimum font of 10**. The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Appendices do not count against the page limit:

      Appendix 1   Proposal Certification
      Appendix 2   Exceptions
      Appendix 3   Minimum Insurance Requirements

2.2   COVER LETTER

Cover letter shall be no more than one page.

2.3   PROPOSAL CERTIFICATION

Use Appendix 1

2.4   ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure, with special emphasis on how this project will fit within that structure.

2.6   STATEMENT OF QUALIFICATIONS

Submit a general description on a company-wide basis of your firm's background, and qualifications to provide the services and requirements indicated in the Scope of Work. Please describe your company's ability to handle and fulfill the requirements of this contract. The City requires that the selected firm be government-focused, specializing in federal, state, and/or local legislative management.

2.7   PROJECT APPROACH

Address in detail your plan to fulfill project requirements as listed in Exhibit 2, Scope of Services. In order to evaluate the depth of your technical expertise, a detailed work plan, which addresses the scope of service, describes your proposed approach to the task, describes the technology to be used to develop and deliver the respective services, and a proposed progress schedule detailing schedule start and completion of required milestones which would lead to a successful implementation should be provided. It is also the City's intent to make project payments based upon successful completion of the milestones outlined in your Project Approach.

The vendor should also describe the information the City must supply in order for the vendor to complete the required deliverables and in which format the vendor is capable of accepting data relevant to this engagement.

2.8   PERSONNEL

The quality of personnel is extremely important in the City of Colorado Springs' decision-making process for awarding this contract. In this section, please submit brief resume(s) of key personnel providing services outlined in the statement of work.

2.9   REFERENCES

Provide the names and locations of at least ten (10) cities, counties, or states, with 400,000 or more residents at which your company has conducted similar services and requirements. Specifically describe your company's experience in successfully completing similar projects. Also include a list of current clients and current projects the firm is presently working on. Provide names and contact information for each reference.

2.10   FEE SCHEDULE/COST PROPOSAL

Applicants shall provide a complete cost proposal to deliver the entire statement of work. Describe in detail all potential areas of cost to the City (i.e. training, maintenance, etc). Additionally, you may wish to propose an alternate approach that you feel would be attractive to the City. It is also the City's intent to make project payments based upon successful completion of the milestones outlined in your Project Approach.

2.11   EXCEPTIONS

Please note that all Offerors must complete and return with their proposal, Exhibit 2, Exceptions Form.

2.12   INSURANCE REQUIREMENTS

Please note that all Offerors must complete and return with their proposal, Exhibit 3, Minimum Insurance Requirements.

2.13   SUBMITTALS

Submit six (6) copies and one (1)-**unbound original** of all information requested herein, including all Attachments.

2.14   AWARD

Proposals submitted which do not meet the requirements of this Request will be considered non-responsive and will not receive further consideration. Follow-up calls for missing or incomplete information will not be made.

All responsive proposals received for this project will be reviewed and ranked on a basis which would best serve the interests of the City of Colorado Springs based on the evaluation criteria defined in Section III. The firm which is selected will be that which best serves the interests of the City of Colorado Springs and will be given the first right to negotiate an agreement acceptable to the City. In the event that an agreement satisfactory to the City cannot be reached, the City may enter into contract negotiations with one or more of the remaining qualified firms.

SECTION III

3.0   EVALUATION

3.1   EVALUATION CRITERIA

3.1.1   QUALIFICATIONS
See Section II - Item 2.6

3.1.2   FEE SCHEDULE

3.1.3   PROPOSED PERSONNEL
See Section II – Item 2.8

3.1.4   REFERENCES
See Section II - Item 2.9

3.1.5   LOCATION
Local presence. Firms that have a local office within Colorado Springs will receive 10 points; within El Paso County receive 5 points; firms having a Colorado in-state presence will receive 3 points, and out of state firms will not receive any points in this category.

3.1.6   EXCEPTIONS PROPOSED
See Appendix 2

3.1.7   PROPOSAL
The overall quality and completeness of the proposal submitted.

3.2   SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal. 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 by the selection committee. The selection committee may determine it necessary to require oral presentations or interviews with the "short listed" Offerors considered to be in the competitive range.

If oral presentations or interviews are conducted, they will also be scored. 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.
- Quality of presentation
- Responses to provided questions/clarifications
- Ability to respond to general questions
- Requested revisions (if applicable)

3.3   AWARD OF CONTRACT

The City reserves the right to award this contract not necessarily to the Offeror with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this Request for Proposal. The City will select the most qualified firm that was proven to understand the needs and scope of the study. A contract prepared by the City will then be negotiated with the successful firm. In the event a contract cannot be negotiated with the top ranked firm, the City may enter into negotiations with the second highest ranked firm 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 insure fulfillment of all its obligations.
The contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV

4.0 CONTRACT TERMS AND CONDITIONS

In addition to the contract terms and conditions listed below, the City's sample contract, see Exhibit 1, contains contract terms and conditions.

4.1 CONTRACTOR'S CONDUCT

4.1.1　The contractor shall not web copy, web banners, display signs, or other advertising matter related to this contract within or outside of the City limits of Colorado Springs area without the prior written permission of the City.

4.1.2　The contractor shall ensure that the contractor's personnel are courteous to the public, patrons, and all other persons.

4.1.3　All employees or other personnel of the contractor working on City property shall be of lawful working age. The contractor shall comply with all federal, state, and local labor and employment laws; and all personnel of the contractor shall be competent to do the work assigned to them by the contractor.

4.2 INTEGRATION

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

4.3 EMPLOYMENT OF ILLEGAL ALIENS

A law addressing the employment of illegal aliens (CRS 8-17.5-102) on public works projects became law effective July 1, 2007. The following clauses will be incorporated into all City of Colorado Springs contracts executed after July 1, 2007.

a.　The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, or (ii) has attempted to verify through participation in the Department of Homeland Security's Basic Pilot Program that the contractor does not employ any illegal aliens. If the contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Contractor shall apply to participate in the Basic Pilot Program (unless it has been discontinued) every three months after entering this Agreement until the Contractor either is accepted or this Agreement has been completed, whichever is earlier.

b.　Notwithstanding subparagraph (a) of this section of the Agreement, the Contractor shall not use or rely upon the Basic Pilot Program procedure for the purpose of pre-employment screening of job applicants during the performance of the obligations contained in this Agreement.

c.　If at any time prior to or during the performance of the Contractor's obligations contained in this Agreement, the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for the Contractor knowingly employs or contracts with an illegal alien, the Contractor is required to (i) notify in writing both the subcontractor and the City within three (3) days after obtaining such knowledge that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (ii) terminate the subcontract with the subcontractor if, within the three (3) days following receipt of such notice, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if, during the three (3) day period after actual knowledge of employment or contract with the illegal alien, the subcontractor provides information to the Contractor to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. For purposes of this subparagraph only, and without waiving or changing any other Notice Provisions in this Agreement, all notices to the City regarding this subparagraph shall be addressed to the City Procurement Services Manager, 30 South Nevada Ave., Suite 201, Colorado Springs, CO 80903, with a copy to the Office of the City Attorney, P O Box 1575, Colorado Springs, Colorado 80901-1575.

d.　The Contractor will comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment.

4.4 Piggyback Provision

Other governmental agencies may be extended the opportunity to utilize the resultant contracts with the agreement of the successful contractor(s). Requests for participation will be coordinated by the applicable governmental agency, and that agency will be responsible for issuing their own contractual document(s).

SECTION V

APPENDICES/EXHIBITS

Exhibit 1	Sample Contract
Exhibit 2	Scope of Services
Appendix 1	Proposal Certification
Appendix 2	Exceptions
Appendix 3	Minimum Insurance Requirements

EXHIBIT 1   SAMPLE CONTRACT (FOR REVIEW PURPOSES ONLY)

S A M P L E   M U N I C I P A L   S E R V I C E   C O N T R A C T

CONTRACT NUMBER:		PROJECT NAME/TITLE	
VENDOR/CONTRACTOR			
CONTACT NAME:		TELEPHONE		FAX	
ADDRESS:			
FEDERAL TAX ID #		PLEASE CHECK ONE:	☐ CORPORATION ☐ INDIVIDUAL ☐ 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)*

THIS CONTRACT, in the Not to Exceed amount of $_____made and entered into this _____ day of _____ 201X by and between the Pikes Peak Rural Transportation Authority (PPRTA), the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and _____, and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

1. CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND EQUIPMENT TO PERFORM SAID SERVICES FOR THE CITY OF COLORADO SPRINGS:_____
In consideration of said compensation payments, the Contractor agrees to perform all services, work, and/or provide all materials, supplies and equipment, and 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 and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

2. INSURANCE Contractor understands and agrees that Contractor shall have no right of coverage under and all 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 work 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 follows: *A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.*

3. TERM OF CONTRACT. 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. NOTICE. Any notice to the parties required under this contract shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Only postage by United States mail or in hand delivery shall be utilized.

FOR THE CITY	FOR THE CONTRACTOR
Contact: _____	Contract: _____
Address: _____	Address: _____
City/State: _____	City/State: _____
Zip: _____	Zip: _____

5. ADDITIONAL TERMS AND PROVISIONS. The following listed additional provisions are made a part of this contract and attached hereto, _____

6. COMPLIANCES. In the conduct of the said services/work or the labor, supplies, equipment or materials contemplated hereunder, the Contractor shall comply will all applicable state, federal and local law, rules and regulations, technical standards or specifications issued by the City. Contract must qualify for and obtain any required licenses prior to commencement of work.

7. INDEPENDENT CONTRACTOR. Contractor understands and agrees that the Contractor and Contractor's employees, agents, servants or other personnel are not City employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, servants or other personnel performing the service or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Contractor nor 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.

8. 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.

9. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all loss, damages, injuries, claims, cause or causes of action, or any liability of any kind whatsoever resulting from, or arising out of or in connection with the services/work or equipment/materials provided by Contractor pursuant to this contract.

10. ASSIGNMENT. Contractor shall not assign or otherwise transfer this contract of any right or obligations therein without first receiving prior written consent of the City.

11. FISCAL OBLIGATIONS OF CITY
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.

12. CHANGE ORDERS. The funds appropriated for this contract are equal to or exceed the awarded contract amount. 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 in 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 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 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. 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.

13. CONTRACT INERPRETATION. No amendment or modification of this contract shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this contract. The laws of the State of Colorado shall govern this contract. This is a completely integrated contract and contains the entire contract of the parties, and any prior written or oral contracts which are different from the terms, conditions and provisions of this contract shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this contract shall be exclusively in the District Court for El Paso County, Colorado.

14. 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.

15. TERMINATION OF CONTRACT.
   A. In the event of default by the Contractor, the City may give ten (10) days written notice to the Contractor of the City's intent to terminate the contract. Contractor shall have ten (10) days from notification to remedy the conditions constituting the default. Failure to cure may result in immediate termination for default.
   B. The City may terminate the contract at any time it is found that reason beyond the control of either the City or Contractor make it impossible or against the City's interest to complete the contract. The City may also terminate this contract at any time if it is found that the Contractor has violated any term or condition of this contract or that Contractor has failed to maintain worker's compensation insurance or other

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insurances provided for in this contract. In such case the Contractor shall have no claims against the City except for the value of the work performed up to the date the contract is terminated.

C. In the event that this contract is terminated in accordance with the section, the City may take possession of any work and may complete any work by whatever means the City may select.

D. The City may terminate performance of this contract in whole, or from time to time, in part if the City determines that a termination is in the City's interest. The Contractor after receipt of a Notice of Termination shall stop work as specified under the contract, place no further subcontracts or orders for materials terminate all subcontracts to the extent they relate to the termination, assign title and interest of all work and material used in the work.

E. If the contract is terminated for convenience, The City will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of termination, or the City may determine the contractor's costs based on the schedule of values or exact cost of any bid item (s) completed and accepted. The Contractor will not be reimbursed for any anticipated profit. The cost that is most advantageous to the City will be used for determining final payment to Contractor.

16. 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.

17. 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.

18. GRATUITIES:
A. 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.

B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or any thing of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

C. 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."

19. 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. 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.

20. SUB-CONTRACTORS, OUT-SIDE ASSOCIATES, AND OTHER CONTRACTORS
A. Any Sub-Contractor, 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 sub-Contractors, associates, or other Contractors.
B. The Contractor shall include a flow down clause in all of its sub-contracts, 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 Sub-Contractors, outside associates, and other Contractors.

21. 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.

22. ILLEGAL IMMIGRATION ACT
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.

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 is 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:
STEVE BACH, MAYOR

SECOND PARTY:
Corporate Name
Signature   Date
Title
Witness

EXHIBIT 2   SCOPE OF SERVICES

Legislative Management System and Citizen Engagement Portal

1.0 BACKGROUND AND OBJECTIVES

Current legislative management processes are fully manual, leaving little visibility into the status of agenda items in queue. The processes include agenda requests and approval workflow, agenda scheduling, and meeting minutes. In preparation for meetings, staff generates up to 7,500 pieces of paper, comprising 25 copies of agenda packets of up to 300 pages in length. Prior to copying, staff manually paginates the master packet with a typewriter. Sometimes, staff even hand delivers these packets to councilors homes. The current voting system is not well supported and failure prone, having delayed the start of council meetings. Current Internet audio and video streaming of council meetings is of poor quality, not available on-demand (archived following a live stream), and is not in a modern format easily accessible to users not running Windows and Internet Explorer.

Recent efforts to move to paperless agenda packets using iPads were only partially successful, as councilors have had difficulty downloading and accessing electronic copies of the agenda due to the large size of PDF files. No on-line history of councilor voting or attendance records or archived video of council meetings is available on the Internet. Currently, the city clerk fulfills ad hoc requests for historical voting or attendance records by searching minutes for relevant information.

The objectives of this engagement are:
1. Enhanced citizen engagement through increased availability of information on the web
2. Increased transparency of status and results of legislative action and performance
3. Increased citizen-driven government through a 2-way dialog between citizens and elected leaders on key challenges affecting our city, opportunities to solve those challenges, and prioritization of taxpayer resources.
4. Process efficiency through automated agenda and minutes management processes, ensuring agenda items and supporting materials are tracked from inception to scheduling, and delivered to legislators, city executives, and citizens in a user friendly electronic manner.
5. Process efficiency through semi-automated legislative and board meetings, including speaker queuing, motions, votes, attendance, and roll call.

2.0 SOLUTION REQUIREMENTS

Agenda Preparation, Approval, and Scheduling
*   Ability to track agenda items by status and sponsor
*   Ability to associate supporting materials to agenda items
*   Automate the agenda preparation process, including ability to custom define workflow and actor roles, including initiator, reviewer, and approver
*   Provide consolidated view of status of all in process agenda items, including scheduled date, if applicable
*   Provide ability to schedule agenda items, including multiple readings

Meeting Management
*   Manage meetings, including roll-call, motions, votes, minutes, and speaker queues
*   Record roll-call in minutes
*   Record motions in minutes
*   Record votes in minutes
*   Provide method for displaying vote results on large LCD panel(s) and/or projector
*   Provide method for speakers to self-register to speak via the Internet

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- Preferred: Provide method for speakers to self-register to speak via kiosk outside chambers prior to meeting
- Display registered speaker queue, including whether they plan to speak in favor of or opposing an item
- Call speakers from speaker queue
- Record speaker names in minutes
- Display count down timer for public speakers with public display of time remaining
- Ability to record minutes during meeting with macros or other shortcuts to insert common items in an abbreviated manner
- Ability to index live video against agenda items

Legislator Tools
- iPad-optimized iOS application to view/download meeting agenda and supporting documentation
- iPad-optimized iOS application to review and annotate agenda and supporting documentation with comments and notes
- iPad-optimized iOS application to access/record constituent feedback on agenda items
- iPad-optimized iOS application that allows keyword search of prior meeting minutes for relevant discussion and returns meeting minutes and links to relevant video archives
- Ability to vote using a touch screen
- Ability to make a motion using touch screen
- Ability to access annotations, notes, and constituent from meeting materials via iPad-optimized iOS application

Audio/Video Streaming
- Audio/Video streaming website, optimized for desktop and mobile viewing experiences
- Archived/delayed video streaming indexed to agenda items in minutes, providing ability to click on an agenda item and skip to the relevant portion of the video
- Search capability that allows user to search by keyword for relevant agenda items and retrieve associated video and meeting materials
- Closed captioning of meeting audio for the hearing impaired
- Live meeting streaming capability
- Ability to record closed meetings, with stringent access controls, not accessible to general public. Note that different boards/commissions using the solution would require different access controls.
- Ability to record/stream audio only.

Citizen Engagement Portal
- Website that allows the public to query legislator voting history, including ability to see a legislator profile that includes all votes
- Website that allows users to query legislator attendance history, including ability to see a legislator profile that includes all attendance
- User registration/identification through email and/or social media profile sign-in
- Provide intelligence regarding geographic location and optional demographic information of commenters
- Semi-automated community moderation to screen profanity
- Ability for users to submit ideas to a community forum
- Ability for users to "vote" ideas up/down to assist in prioritization
- Ability for users and city leaders to comment and engage in discussion regarding ideas, initiatives, and projects
- Ability to automatically route comments to initiative/project sponsors
- Preferred: Provide ability for the public to subscribe to/follow a resolution, ordinance, or action and receive notification when status changes.
- Preferred: Provide ability to subscribe to/follow a legislator and receive notifications on motions, votes, and sponsorships.
- Preferred: Provide ability to subscribe to a digest/summary of legislative actions weekly or monthly

Reporting

- Comprehensive citizen-engagement portal reports, including top users, top ideas, geographic location, summarized feedback (pro and con)
- Video streaming usage statistics, including number of viewers by time of day, length of time, by meeting, by topic, by OS, by browser
- Agenda item status

Scope
- Include ability to support multiple boards/commissions meeting in same location with different minutes templates, unique shortcuts, and unique meeting streaming/index video web pages.

Integration
- Optional: Provide Sharepoint integration for legislative materials, including meeting materials and supporting documentation
- Provide an API for application integration at no-additional cost

Architecture
- Proposed solution must be true cloud-hosted software-as-a-service offering(s), with >75% of current customers hosted in the cloud
- At least 99.99% uptime of data centers for cloud hosting
- SSAE-16 compliant data centers
- Redundant data centers with disaster recovery
- All web pages fully ADA compliant
- Provide H.264/MPEG-4 encoded high-definition video streaming
- Unlimited hosting

Support
- Unlimited 24x7x365 support included

Company Focus
- Proposers must be government-focused business, specializing in federal, state, and/or local legislative management

Implementation
- Turn-key implementation
- Full software configuration, including workflow, roles, security, and software
- On-site training
- Testing support, including test issue resolution
- Dry-run(s) of legislator meeting(s)

APPENDIX 1   PROPOSAL CERTIFICATION
1. Principal place of Business:

_____

_____

_____

Does Offeror have an established office or facility in Colorado Springs?   Yes____ No____
If yes, indicate address below if different than Principal place of Business.
Colorado Springs facility - Year established_____
% of Services that will be provided from this location

_____

_____   _____%

_____

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

Indicate your ability to comply with the following requirements:
The City shall be added as an Additional Insured to all liability policies: Yes____ No____

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

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

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

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

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

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time? Yes____ No____
        If yes, provide details on a separate sheet and attach to your proposal.

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

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

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

APPENDIX 2   EXCEPTIONS

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

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

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

Company Name: _____

Address: _____
                        (City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____Date: _____

Printed Name/Title: _____

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL

APPENDIX 3   MINIMUM INSURANCE REQUIREMENTS

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

1._**X**_Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of $100,000.

2._**X**_Automobile Liability for limits not less than $500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3._**X**_Commercial General Liability for limits not less than $500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and consultants protective endorsements.

4._**N/A**_Excess Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence.

5._**N/A**_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. Consultants and sub-consultants 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 Consultant. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.

6._**X**_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.

7._N/A_Pollution Legal Liability Insurance for limits not less than $1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

8._**X**_Except for workers compensation and employer's liability insurance, the City of Colorado Springs 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.

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)

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL

CITY OF COLORADO SPRINGS

September 30, 2013

Granicus, Inc.
Ms. Maryann Mooney
600 Harrison Street
San Francisco, CA 94107

Ref: City of Colorado Springs Contract No. C007210 - Notice to Proceed

The City of Colorado Springs, having received, and executed the above referenced contract, hereby authorizes Granicus, Inc. to proceed with furnishing all labor, equipment, materials, and services as required to complete the R13-077EO Legislative Software project and ongoing service as issued in accordance the contract and as directed by the City of Colorado Springs designated Project Manager.

If you have any questions, please feel free to contact me at (719) 385-5265. The City of Colorado Springs looks forward to working with you.

Sincerely,

Erin Obering
Contracts Coordinator

Enclosure: Contract C007210

cc: Accounts Payable
                   File

CITY OF COLORADO SPRINGS

MUNICIPAL SERVICE CONTRACT

CONTRACT NUMBER:	C007210	PROJECT TITLE	LEGISLATIVE SOFTWARE (R13-077EO)

CONTRACTOR	GRANICUS, INC				
CONTACT NAME:	MARYANN MOONEY	TELEPHONE	415.361.5281	EMAIL	MARYANNM@GRANICUS.COM
ADDRESS:	600 HARRISON STREET, SAN FRANCISCO, CA 94107				
FEDERAL TAX ID	91-2610420	PLEASE CHECK ONE:	☒ CORPORATION ☐ INDIVIDUAL ☐ PARTNERSHIP		

CITY CONTRACTING SPECIALIST	ERIN OBERING Eobering@springsgov.com	CITY DEPT REP	JOE PALMER, CIO Jpalmer@springsgov.com
NOT TO EXCEED CONTRACT AMOUNT:	$59,260.00	CITY ACCOUNT	*Acct Code (5) Fund (3) Dept (4) Project (7)*

THIS CONTRACT, in the Not to Exceed amount of Fifty-nine Thousand, Two-Hundred Sixty Dollars ($59,260.00) made and entered into this 23 day of September 2013 by and between the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and Granicus, Inc , and trading as an Individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

1. **CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND EQUIPMENT TO PERFORM SAID SERVICES FOR THE CITY OF COLORADO SPRINGS: LEGISLATIVE SOFTWARE (R13-077EO), AS DESCRIBED IN EXHIBIT A, FOR THE CITY OF COLORADO SPRINGS INFORMATION TECHNOLOGY DEPARTMENT AND CITY CLERK, AS DESCRIBED IN THE FOLLOWING DOCUMENTS: EXHIBIT A, EXHIBIT B, EXHIBIT C, AND EXHIBIT D. RFP R13-077EO. ALL ASSOCIATED ADDENDUMS, AND ASSOCIATED PROPOSAL DOCUMENTS ARE INCORPORATED VIA REFERENCE.**

2. **COMPENSATION.** In consideration of the services, work, equipment, supplies or materials provided herein, the City agrees to pay the Contractor the sum of : NOT TO EXCEED   Fifty-nine   Thousand,   Two-Hundred   Sixty Dollars ($59,260.00), as follows: This amount represents the upfront installation, implementation, training, shipping, hardware, and software cost, as described in Exhibit D. Subsequent monthly licensing and support payments, as described in Exhibit D, shall be paid separately with a City Visa card, but shall be subject to all Terms and Conditions contained herein. In consideration of said compensation payments, the Contractor agrees to perform all services, work, and/or provide all materials, supplies and equipment, and 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 and at the time of payment by the City, to certify in writing to the City that said payments have been so made. 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. 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.

3. INSURANCE Contractor understands and agrees that Contractor shall have no right of coverage under and all 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 work 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 follows: *A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.*

4. TERM OF CONTRACT The term of this contract shall commence on Notice to Proceed and shall terminate on August 31, 2014 unless earlier terminated under this contract, or otherwise changed by Contract modification. The term of this contract shall be one (1) year, subject to four (4) one-year renewals, at the City's sole discretion. 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. It is the City's intention to continue the contract for a minimum of six (6) months after the initial installation and implementation has been approved by the City's appointed Project Manager and all systems and software are working in accordance with the scope outlined in this contract and the RFP.

5. NOTICE. Any notice to the parties required under this contract shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Only postage by United States mail or in hand delivery shall be utilized.

FOR THE CITY		**FOR THE CONTRACTOR**	
Contact:	Joe Palmer, CIO	Contract:	Katherine Harriman
Address:	30 S Nevada, Suite 701	Address:	600 Harrison St. #120
City/State:	Colorado Springs, CO 80903	City/State:	San Francisco, CA 94107
Email:	jpalmer@springsgov.com	Email:	Katherine @ Granicus.com

6. ADDITIONAL TERMS AND PROVISIONS. The following listed additional provisions are made a part of this contract and attached hereto: Exhibit A

7. COMPLIANCES. In the conduct of the said services/work or the labor, supplies, equipment or materials contemplated hereunder, the Contractor shall comply will all applicable state, federal and local law, rules and regulations, technical standards or specifications issued by the City. Contract must qualify for and obtain any required licenses prior to commencement of work.

8. INDEPENDENT CONTRACTOR. Contractor understands and agrees that the Contractor and Contractor's employees, agents, servants or other personnel are not City employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, servants or other personnel performing the service or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Contractor nor 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.

9. 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.

10. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all loss, damages, injuries, claims, cause or causes of action, or any liability of any kind whatsoever resulting from, or arising out of or in connection with the services/work or equipment/materials provided by Contractor pursuant to this contract.

11. ASSIGNMENT. Contractor shall not assign or otherwise transfer this contract of any right or obligations therein without first receiving prior written consent of the City.

12. FISCAL OBLIGATIONS OF CITY

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.

13. CHANGE ORDERS. The funds appropriated for this contract are equal to or exceed the awarded contract amount. 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 in 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 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 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. 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.

14. CONTRACT INERPRETATION. No amendment or modification of this contract shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this contract. The laws of the State of Colorado shall govern this contract. This is a completely integrated contract and contains the entire contract of the parties, and any prior written or oral contracts which are different from the terms, conditions and provisions of this contract shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this contract shall be exclusively in the District Court for El Paso County, Colorado.

15. 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.

16. TERMINATION OF CONTRACT.

A. In the event of default by the Contractor, the City may give ten (10) days written notice to the Contractor of the City's intent to terminate the contract. Contractor shall have ten (10) days from notification to remedy the conditions constituting the default. Failure to cure may result in immediate termination for default.

B. The City may terminate the contract at any time it is found that reason beyond the control of either the City or Contractor make it impossible or against the City's interest to complete the contract. The City may also terminate this contract at any time if it is found that the Contractor has violated any term or condition of this contract or that Contractor has failed to maintain worker's compensation insurance or other insurances provided for in this contract. In such case the Contractor shall have no claims against the City except for the value of the work performed up to the date the contract is terminated.

C. In the event that this contract is terminated in accordance with the section, the City may take possession of any work and may complete any work by whatever means the City may select.

D. The City may terminate performance of this contract in whole, or from time to time, in part if the City determines that a termination is in the City's interest. The Contractor after receipt of a Notice of Termination shall stop work as specified under the contract, place no further subcontracts or orders for materials terminate all subcontracts to the extent they relate to the termination, assign title and interest of all work and material used in the work.

E. If the contract is terminated for convenience, The City will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of termination, or the City may determine the contractor's costs based on the schedule of values or exact cost of any bid item (s) completed and accepted. The Contractor will not be reimbursed for any anticipated profit. The cost that is most advantageous to the City will be used for determining final payment to Contractor.

17. 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.

18. 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.

19. GRATUITIES:

A. 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.

B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or any thing of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

C. 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."

20. SUB-CONTRACTORS, OUT-SIDE ASSOCIATES, AND OTHER CONTRACTORS

A. Any Sub-Contractor, 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 sub-Contractors, associates, or other Contractors.

B. The Contractor shall include a flow down clause in all of its sub-contracts, 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 Sub-Contractors, outside associates, and other Contractors.

21. 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.

22. ILLEGAL IMMIGRATION ACT

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.

23. The following Exhibits and Appendixes are made a part of this agreement:
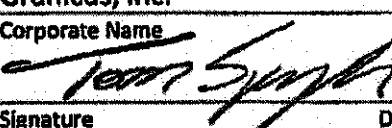
1. Exhibit A Additional Terms and Conditions, 2 Page(s).

2. Exhibit B Scope of Work & Response, 10 Page(s).

3. Exhibit C Project Approach, 6 Page(s).

4. Exhibit D Cost Proposal, 1 Page(s).

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 is 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:

STEVE BACH, MAYOR

SECOND PARTY:

Granicus, Inc.
Corporate Name

9/26/13

Signature   Date

CEO

Title

Witness

2.14 SCOPE OF WORK RESPONSE APPENDIX

Directly below, please find Granicus' response to Exhibit 2, Scope of Work.

Specification	Met or Exceeded	Granicus Comments
Agenda Preparation, Approval, and Scheduling		
- Ability to track agenda items by status and sponsor - Ability to associate supporting materials to agenda items - Automate the agenda preparation process, including ability to custom define workflow and actor roles, including initiator, reviewer, and approver - Provide consolidated view of status of all in process agenda items, including scheduled date, if applicable - Provide ability to schedule agenda items, including multiple readings	✓	COMPLY. Granicus is able to meet each of the Agenda Preparation, Approval, and Scheduling requirements with the proposed solution. The Legislative Management Suite will automate the agenda preparation process, allow you to define custom workflows and user roles, and include the ability to track agenda items and provide a consolidated view of status of all in process agenda items. The Legislative Management solution is the most configurable system available with over 300 system settings to fine tune system functionality to the City's requirements. Each meeting body can build their own, customized agenda templates (header, logo, location, and standard information, etc,) as well as establish their own workflow approval process. This will give the City virtually unlimited flexibility and scalability to expand and adapt well into the future. Workflow will allow agenda items to move from any one of these bodies to another as necessary. This agenda assembly methodology is identified and defined by your current workflow during implementation of this solution. The system will automatically gather and compile the appropriate data for each agenda. All documents are automatically tagged and indexed, making search and retrieval easy.
Meeting Management		
- Manage meetings, including roll-call, motions, votes, minutes, and speaker queues - Record roll-call in minutes Record motions in minutes Record votes in minutes - Provide method for displaying vote results on large LCD panel(s) and/or projector	✓	COMPLY. The proposed Granicus solution is able to provide a turnkey solution that meets each of the Meeting Management requirements. The Granicus Meeting Efficiency Suite and VoteCast solution will work seamlessly together to record roll-call, motions, votes, minutes, speaker queues, and electronic voting. he Meeting Efficiency Suite is a live meeting workflow

• Provide method for speakers to self-register to speak via the Internet • Display registered speaker queue, including whether they plan to speak in favor of or opposing an item • Call speakers from speaker queue • Record speaker names in minutes • Display count down timer for public speakers with public display of time remaining • Ability to record minutes during meeting with macros or other shortcuts to insert common items in an abbreviated manner • Ability to index live video against agenda items		solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, you will be able to finalize minutes quickly and easily through the integrated post-meeting Minutes editor. With the Granicus Meeting Efficiency Suite electronic voting add-on, VoteCast, you will be provided with monitors and touch screen interfaces for voting members. The solution will display a speaker queue, provide a method to for displaying vote results, and display a countdown timer for public speakers with public display of time remaining. The Granicus Citizen Participation Suite will allow speakers to self-register to speak via the Internet, and the Granicus Government Transparency Suite will provide the ability to index live video against agenda items.

Legislator Tools

• iPad-optimized iOS application to view/download meeting agenda and supporting documentation • iPad-optimized iOS application to review and annotate agenda and supporting documentation with comments and notes • iPad-optimized iOS application to access/record constituent feedback on agenda items • iPad-optimized iOS application that allows keyword search of prior meeting minutes for relevant discussion and returns meeting minutes and links to relevant video archives • Ability to vote using a touch screen • Ability to make a motion using touch screen • Ability to access annotations, notes, and constituent from meeting materials via iPad-optimized iOS application		COMPLY. The proposed solution includes iLegislate, the Granicus native iPad application. With the Granicus iPad application, iLegislate, users can seamlessly connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate application. Additionally, documents are able to be worked on offline and imported into the system. iLegislate seamlessly connects agenda data to the iPad and makes it available for offline viewing. Elected members and staff can review agendas and supporting documents, annotate PDF documents, take notes and bookmark items of interest. This mobile technology enables users to review meeting materials before, during or after a meeting from any location, even without an Internet connection. All of your data is automatically backed up to the Granicus cloud once an internet connection is reestablished.

		Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely integrated public record. You will reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible webcasts. Plus, our design staff will create a portal for webcasts that matches the look and feel of your existing website, offering an optimal end-user experience.
Audio/Video Streaming		
• Audio/Video streaming website, optimized for desktop and mobile viewing experiences • Archived/delayed video streaming indexed to agenda items in minutes, providing ability to click on an agenda item and skip to the relevant portion of the video • Search capability that allows user to search by keyword for relevant agenda items and retrieve associated video and meeting materials • Closed captioning of meeting audio for the hearing impaired • Live meeting streaming capability • Ability to record closed meetings, with stringent access controls, not accessible to general public. Note that different boards/commissions using the solution would require different access controls. • Ability to record/stream audio only.	✓	COMPLY. The Granicus Government Transparency Suite will include an audio/streaming website; both live and archived video streaming indexed to agenda items in minutes; and search capability that allows users to search by keyword for relevant agenda items and retrieve associated video and meeting materials. To meet the streaming video requirements, Granicus is proposing the Open Platform and Government Transparency Suite. The solution includes the Granicus Open Platform and the Government Transparency Suite, so that you will have the ability to link and index items to your videos. This solution includes unlimited internet and mobile streaming, full website integration, and the ability to record live and closed meetings, and allows users to archive digital files and material. The proposed solution has the ability to provide closed captioning. The Granicus encoder device for live streaming supports extraction and display of embedded closed captions to help maintain ADA compliancy. Granicus Meeting Services can also provide live remote captioning if desired. The solution is fully keword-searchable and users will be able to drill down to any level of public information; searching through the meeting videos, notes, votes, closed captions, agenda minutes, resolutions, etc. with advanced filters for data range, data type, and more. The proposed solution will create searchable

		Integrated public records of meeting audio, video, minutes, and agendas and automatically assemble all meeting materials and publish to the website.
Citizen Engagement Portal		
• Website that allows the public to query legislator voting history, including ability to see a legislator profile that includes all votes • Website that allows users to query legislator attendance history, including ability to see a legislator profile that includes all attendance • User registration/identification through email and/or social media profile sign-in • Provide intelligence regarding geographic location and optional demographic information of commenters • Semi-automated community moderation to screen profanity • Ability for users to submit ideas to a community forum • Ability for users to "vote" ideas up/down to assist in prioritization • Ability for users and city leaders to comment and engage in discussion regarding ideas, initiatives, and projects • Ability to automatically route comments to initiative/project sponsors • Preferred: Provide ability for the public to subscribe to/follow a resolution, ordinance, or action and receive notification when status changes. • Preferred: Provide ability to subscribe to/follow a legislator and receive notifications on motions, votes, and sponsorships. • Preferred: Provide ability to subscribe to a digest/summary of legislative actions weekly or monthly		COMPLY. Granicus will provide a citizen engagement portal that meets each of the specified requirements. The Citizen Participation Suite encourages greater community engagement in productive new ways online. Whether you're collecting ideas for how to improve your community, or feedback on projects underway, your efforts to improve citizen outreach will lead to better organizational outcomes. The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Additionally, the Granicus Citizen Participation Suite is equipped to allow members of the public to digitally sign up for public comment before a public meeting. The public will also be able to subscribe and follow a resolution, ordinance, action, motions, votes, and sponsorships, and receive a notification when the status changes through RSS feeds. Our RSS feature, which comes standard with all of our view pages, will allow viewers to subscribe to meeting notices. By doing this, viewers will be notified when a new notice has been published. Any staff member as well as citizen, may also track any approved body member and receive an RSS feed notifying them of any published office holder information changes.
Reporting		

• Comprehensive citizen-engagement portal reports, including top users, top ideas, geographic location, summarized feedback (pro and con) • Video streaming usage statistics, including number of viewers by time of day, length of time, by meeting, by topic, by OS, by browser • Agenda item status	✓	**COMPLY.** The proposed Granicus solutions include an array of reporting features that include citizen engagement reports, video streaming usage statistics, and agenda items by status. With the Citizen Participation Suite you will be able to run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions. You will be able to see where your participation is coming from with mapping tools and reports. Our word cloud also pulls the most commonly used terms in responses, so that you can visually see a summary of what citizens are talking about. With the Government Transparency Suite, we are able to provide an array of performance reports related to the webcasting of your events. Reports may include the following: the number of concurrent live connections, archived video reporting numbers, and top video files viewed. The Legislative Management Suite also includes a number of standard and search results summary reports as a standard feature. You can easily form specific report libraries are provided to compile the results of any form searches. These reports can be generated in PDF or a number of other formats as well as output to editable MS Word for ad-hoc modification.
Scope		
• Include ability to support multiple boards/commissions meeting in same location with different minutes templates, unique shortcuts, and unique meeting streaming/index video web pages.		**COMPLY.** Our solution is implemented as an enterprise wide system and there are no software limitations as to the number of records or the number of concurrent system activities that can be performed or managed at any one time. Our licensing will provide the City with unlimited users, unlimited meeting records, and unlimited customizable meeting body templates. You will never have to pay for additional 'seats' or adding more records.
Integration		

• Optional: Provide Sharepoint integration for legislative materials, including meeting materials and supporting documentation • Provide an API for application integration at no-additional cost	✓	The proposed solution is open architecture and allows for integration to the City's existing/future computing infrastructure. The solution includes a fully documented and supported Application Programmatic Interface (API) and SDK that allows for open integration with other agency software, systems, and websites. The proposed Granicus solutions are able to integrate with nearly all existing infrastructure, although more research and testing may need to be completed in order to assure complete integration is possible.
Architecture		
• Proposed solution must be true cloud-hosted software-as-a-service offering(s), with >75% of current customers hosted in the cloud • At least 99.99% uptime of data centers for cloud hosting • SSAE-16 compliant data centers • Redundant data centers with disaster recovery • All web pages fully ADA compliant • Provide H.264/MPEG-4 encoded high-definition video streaming • Unlimited hosting	✓	COMPLY. Granicus is fully able to meet each of these requirements. Granicus, Inc. offers the first cloud platform and suite of applications designed specifically for government agencies. We provide turnkey solutions that enable governments to work more efficiently, encourage citizen participation and engagement, and increase government transparency and trust. Currently, we have over 1,000 government clients. We provide 100% cloud hosted solutions with redundant data servers that ensure your data is safe in the event of disaster recovery. We provide data backup, security, technology innovation, and guarantee a 99.9% uptime of our servers, which are clear benefits to governing in the cloud versus a customer premise on-site solution. Granicus Data Centers include: Secure - SSAE-16 Accreditation, Redundant Backups, and Detailed Disaster Recovery Plans. Granicus web pages are fully ADA compliant. We provide H.264 mobile streaming and MPEG-4 video streaming to reach the broadest audience. The solution is truly unlimited and provides: • Unlimited support • Unlimited users • Unlimited storage • Unlimited distribution • Regular Upgrades & Ongoing Maintenance

Support		
• Unlimited 24x7x365 support included		COMPLY. Granicus will provide U.S.-based 24/7/365 live customer support and maintenance at no additional cost. Our Support Team consists of staff that spans all time zones in addition to our primary San Francisco location, so that a live person is available to you at all times. Below is our support contact information: **Granicus Technical Support Contact** Business Hours (5 a.m. – 6 p.m.): 415-357-3618 Toll Free: 877-889-5495 24/7/365 Technical Support Line: (415) 655-2414 Email: customercare@granicus.com

2.7 PROJECT APPROACH

Proposed Solution Overview

Granicus is pleased to present the below proposed solution of new technology and expert professional services to provide your County with a solution that meets and exceeds the requirements set forth in this Request for Proposal. By selecting Granicus, your solution will include the Granicus Open Platform for unlimited content storage, the Government Transparency Suite for live and on-demand video streaming, the Meeting Efficiency Suite for minutes automation, and VoteCast for electronic voting. As narrated below, your solution will include our newest technologies such as our native iPad application and mobile streaming. The proposal includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation. Below please find a description of each of the proposed Granicus Suites, as well as a narrative of our implementation methodology, a timeline of milestones, and a support and training overview.

Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. Click here for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- 500 GB of local storage (approximately 1,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery

Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Granicus Performance Accelerator

This network performance tool allows you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure. The Performance Accelerator is a software module designed to support high volume internal streaming without straining Internet bandwidth. Viewing requests are intelligently routed to the most logical network location, usually the network core. Performance Accelerator is required when:

- Demand exceeds the 50 concurrent internal stream limit of the Granicus Encoding Appliance
- Internal distribution is desired for more than 2 Granicus Encoding Appliances
- The Granicus Voting System will be used in combination with the Granicus Encoding Appliance

The Performance Accelerator software module can be supported on hardware purchased from Granicus or on hardware provided by the client. Clients who provide their own hardware may have the option of using physical hardware or a virtual machine.

Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. Click here for more information on the Government Transparency Suite.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics

- Easy to Use Public Website- Publish live and archived videos to a media portal on your website to make it easy for the public access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership. The Granicus media digital player comes standard with the ability to rewind, fast forward, clip segments and share videos to the social grid.
- Agenda Index Points – Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas and view supporting materials — staff reports, memos, and ordinances — all within a single multimedia player.
- Advanced Search "Drill Down"- Empower residents to find the information they need through a self-service search engine. Search across public meeting archives – meeting or event data including agendas, minutes, notes, motions, votes and captions. With advanced filters for date range, data type and more, the public is able to accurately define their search criteria to find the information they need.
- The Granicus Open API and SDK - We can provide a fully-documented and supported Application Programmatic Interface (API) and Software Developer Kit. This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete and ultimately customize how information in presented. We believe that open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry

leaders. We want to odder clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.

* Downloadable Media & Alerts
  o **Downloadable Media** - Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices and popular media and social media networks.
  o **RSS** - Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available -- specific files, agendas or minutes. This feature simplifies the ability for citizens to get real time updates straight to their inbox.
  o **User Search Alerts** - Just as RSS subscriptions allow residents to receive updates on specific information.
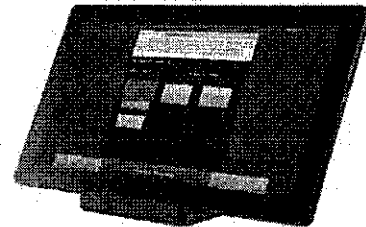
Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteCast, allow the public to track legislation, ordinances and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. Click here for more information on the Meeting Efficiency Suite.

* Meeting preparation tools
* Live minutes automation
* Quick notes and text expansion
* Minutes editing and publishing
* Generate linked minutes

VoteCast: Electronic Voting and Public Displays

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more. The system includes touch screen displays, a digital speaker queue, vote and roll call automation, and the ability to review paperless agenda packets. The VoteCast application runs on Granicus provided hardware which includes a tablet computer (Samsung Series 7 Slate Tablet) with a docking station or an ultra small form factor Dell CPU and touch-screen monitor depending on your preference. The system runs on a standard Windows operating system such as XP or Windows 7. VoteCast is a highly configurable system that provides many custom options, some of which include:

* Ability to show or hide live vote results including a numerical tally for elected officials or the meeting chair. This can be done during the live vote or after it has been completed.
* Vote types (Yes/Yay, No/Nay, etc.)
* Show or hide motion information and mover/seconder buttons
* Ability to view supporting document attachments
* Customized elected official names
* Display the speaker queue and speaker timer
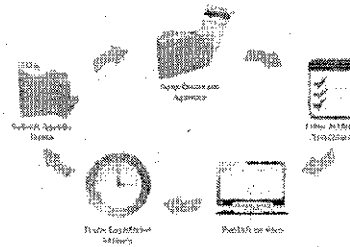* Ability for meeting chair to have controls such as start/stop/reset vote, call speakers, etc.

Electronic Vote Automation *(Optional)*: Ensure that voting is organized, fair, and accurate. Using an electronic process, votes are simultaneously recorded and tallied up. Previously cast votes can be referred to at anytime.

Meeting Room Public Display *(Optional)*: The Clerk has complete control over the live meeting data entry, notes and actions. All of this meeting data (e.g. current item, vote results, speakers, etc.) can be pushed to the public display interface. The public display is designed to keep people in the meeting chamber, TV viewers and your web audience up to speed on meeting action. See the example to the right. *Public display screen to be provided by client.

The Granicus® Legislative Management Suite

The Legislative Management Suite offers a complete document management and automated agenda solution, which increases staff efficiency, organization, and the ease of search capabilities, while also promoting a paperless workflow. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken.

- Agenda packet generation and publication
- Organize, store and retrieve documents
- Comprehensive track and search features
- Agenda item drafting
- Electronic approval process
- Continuous legislative workflow

The Granicus® Legislative Management Suite

Intuitive User Interface: The Legislative Management Suite provides an intuitive and automated methodology for managing legislative information. The home screen displays the appropriate tools based upon that individual's security permissions, the most recent agendas, minutes, and legislative files that the user has been working on as well as any items pending their approval. This main menu provides immediate access to general reports and statistical data, as well as instant search features.

Easy-to-Use Help Functionality: Granicus provides comprehensive online help features at all screen levels that is logically organized and easy to use. Help information dynamically displays topics related to the current function the user is working on and allows the user to do general searching for help information.

Keyword search: Users can find topics from the tree menu or keyword search and find "how to" instructions on all functions. The "Help" key provides categories including topics specific to the form or function they are using, technical support, the ability to submit a new feature request (Wish List), and other help functionality.

Legislative File Assembly: Legislative files are the building blocks of our entire legislative management system. These items are used to build all documents assembled and published through the system (agenda items,

resolutions, minutes, etc). The system generates a unique ID tracking number for each new legislative file. All data fields are automatically indexed by the system for fast information retrieval.

Draft a Legislative File: The Granicus system includes a complete file text drafting component that allows the City to store and use any number of different templates. The drafting editor includes a complete set of drafting tool including predefined boilerplates available for a specific file type. The system allows multiple staff members to compile information on an issue simultaneously. Meaning, one department or The City of Redmond staff member may be drafting the text of a request, while another is simultaneously linking supporting materials or attachments.

Drafting Tools: System-Based and MS Word: The City has the option of using a simple text or Microsoft Word editor and may switch between either at any time. In most cases, the City may use its existing Word templates for consistency and easy transitioning. In addition to managing any number of different file types, the City can define different Word templates for each file subtype.

Online Submittal of Agenda Items: Submit agenda items through a simple browser-based form for Council or committee consideration. Departments, Board members and even outside organizations or groups can be given authorization to submit agenda items for Board and Committee consideration from anywhere.

Smart Calendar Management: The Legislative Management Suite will give The City the ability to schedule, store, and track all dates, times, and locations of its meetings. The City can schedule as far into the future as needed and publish all dates to their public legislative portal. This feature also allows users to manage items and automatically include them on the appropriate agenda without having to predefine agenda dates for all meeting bodies. The system will automatically place an item on the appropriate meeting body's calendar based on the controlling body and the status of the item.

Calendar Publication: End users will have immediate access to a dynamic calendar of all meetings or other scheduled meetings and events. Staff, Board/Committee members and citizens can view schedules along with agendas and minutes through an Internet browser.

Automated Agenda Assembly: Customize Agendas for Each Meeting Body: The City's agenda management solution includes the ability to automatically generate and format unlimited agendas for any meeting body including the Board, committees, commissions, and departmental agendas. The system will automatically gather and compile the appropriate data for each meeting body's agenda.

Unlimited Agenda Templates: The City can define different agenda formats (header, agenda sections, etc) for each group creating an agenda. Paperless Agenda Application for the Apple IPad®- Allow staff and elected members to review paperless agendas, supporting documents and take personal notes all through an IPad.

Legislative Task and Activity Tracking: In addition to the agenda item approval tracking, our system tracks the path of each ordinance, resolution, and other legislation with a series of historical records marking the life of the issue through the legislative process. Individual routing entries, version changes, referrals to departments, final approvals and other events are automatically captured by the system and can be included in reports.

Online, Legislative Portal and Public Access: Granicus is committed to ensuring your citizen-facing web portal fits into your website seamlessly. The Legislative Management Suite offers a standard research portal for legislative information that matches the look and feel of your website and is open to the public. This public facing portal provides a browser-based solution for organizing, searching, printing and otherwise accessing public information.

Public and Private Access: The City has a great deal of flexibility in configuring the system's appearance. The general public, businesses, media and others can access, search, track and share public data through this page. Authorized users have the ability to add attachments to a meeting agenda record including approved minutes of the previous meeting to the current meeting.

System Reports: Reports are automatically generated based on the data entered into the system. Once data has been added, the system uses its built-in sort and formatting routines, defined by the documents they are intended to produce, to abstract the correct information and produce all requested documents in specific formats - Agendas, Certifications, Notices, and Minutes.

Automated Minutes Annotation: All actions, votes, and notes can be captured for a seamless workflow. Staff can publish draft minutes to the organization's website within minutes of a meeting's adjournment.

Administrative Controls – featuring remote administration: Our system has very defined administration privileges with hundreds of security settings. Security features can be defined to a single field, user, group as well as permissions that can be applied to all data and activities.

Citizen Participation Suite

The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Additionally, citizens will be able to electronically submit comments for agenda items using an online form tied to your upcoming meeting agenda. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions. Click here for more information on the Citizen Participation Suite.

- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions
- Access community ideas, demographics, and feedback on an iPad with iLegislate•

IMPLEMENTATION METHODOLOGY

Granicus Approach to Project Overview

Granicus provides online, phone, and onsite training depending on your selected solution, so that your staff receives the knowledge they need to achieve success quickly. We also provide the industry's most comprehensive online portal for continuing education, training, and support. Here you can find pre-recorded training videos, user guides, best practices, FAQs, and plenty of support materials to ensure that your staff can get the information and support it needs. Granicus provides ongoing support as we build a lasting relationship with your team.

Project Management Plan

Granicus will take responsibility for providing extensive project management services on all timelines, planning, and deployments of your proposed solutions. The result will be a successful, timely installation of your solution in an agreed upon timeframe.

Implementation Methodology

Primary responsibility of the system installment and configuration will fall under the responsibility of the Granicus staff in coordination with the City's designated System Administrator. In this case, the System Administrator will be highly involved during installation in the project management, configuration, and deployment of your solution. The City's technical staff will also be required to ensure that our solution fits seamlessly into its current network and technical environment. Below is an overview of the anticipated implementation milestones to deploy your solution. We will work closely with your staff to implement our solution in the timeliest manner.

- **Project Kick-off:** In the first phase of the project, Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles. At this stage, we will also confirm all network requirements for any future system installations.

- **Configurations:** During this phase, the technical deployment team will complete the configurations necessary to meet Granicus and City specifications. Upon completion of the configuration period, training materials will be created leveraging these configurations.

- Milwaukee, WI (Jim Owczarski, Clerk's Office 414.286.2998, jowcza@milwaukee.gov
- Albuquerque, NM (Rene Newton, Systems Analyst 505.768.3284 & Crystal Ortega, Clerk of the Council 505.768.3107)
- Los Angeles, CA (Greg Allison, Clerk 213.978.0351, greg.allison@lacity.org)

Client in Deployment over 400K, using most of the proposed solutions:
- Greensboro, NC (Rick Langhorne, IT 336.373.2095, rick.langhorne@greensboro-nc.gov)

2.10 FEE SCHEDULE

The cost proposal below was based on the information available to us at this time regarding the Legislative Software solution for the City of Colorado Springs. The projected cost proposal below includes implementation, training, shipping, hardware, software and 24/7/365 live support.

Item	Units	Upfront	Monthly
Open Platform Suite	1	$0.00	$199.00
Government Transparency Suite	1	$4,475.00	$449.50
Meeting Efficiency Suite	1	$0.00	$572.50
VoteCast Touch Package for Meeting Efficiency Suite (9 seats)	1	$30,550.00	$1,545.00
VoteCast CPU	1	$980.00	$0.00
Citizen Participation Suite	1	$0.00	$1400.00
Performance Accelerator	1	$4,475.00	$425.00
Legislative Management Suite	1	$14,650.00	$1,400.00
Legislative Management Suite – ATS Package	1	$3,400.00	$0.00
Shipping	1	$730.00	$0.00
TOTAL		$59,260.00	$5,991.00
Optional: Live Closed Captioning	hour		$150/hr

**Your Granicus solution may require on-site training. Additional costs and fees are associated with on-site training. You may be billed for travel expenses, including but not limited to, air travel and automobile rentals, as well as lodging expenses. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the on-site visit. You will not be billed for expenses in excess of $2,000 per on-site visit
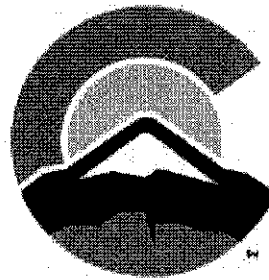
⊚granicus.
connecting government

Proposal in Response to

CITY OF COLORADO SPRINGS, COLORADO

Request for Proposal #R13-077EO

LEGISLATIVE SOFTWARE

COLORADO SPRINGS

Presented to:
City of Colorado Springs
Erin Obering
Contracts Coordinator
30 S. Nevada, Ste. 201, MC210
Colorado Springs, CO 80903
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Presented by:
Granicus, Inc.
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2.2 COVER LETTER

Granicus, Inc.
Maryann Mooney
Software Sales Executive
600 Harrison Street, Suite 120
San Francisco, CA 94107

City of Colorado Springs
Erin Obering
Contracts Coordinator
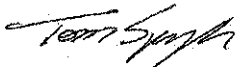30 S. Nevada, Ste. 201, MC210
Colorado Springs, CO 80903

Dear Erin Obering:

Thank you for considering Granicus for the opportunity to strengthen our relationship with the City of Colorado Springs, by supporting the requirements set forth in the Request for Proposal for a "Legislative Software" solution. We understand your goal to obtain a software solution that will provide live and on-demand video streaming, minutes automation, an agenda workflow solution, and electronic voting to streamline your current meeting process. As we hope you will find in the following proposal, we are well prepared to meet and exceed your requirements and future aspirations.

Granicus, Inc. has worked with over 1,000 government municipalities to pioneer video streaming and meeting management solutions exclusively for government. We work solely with governments at every level; providing software, hardware, infrastructure, services, and training to quickly integrate public meeting solutions into every communication tool set. Given our experience, we can provide a solution that covers all your needs, and allows you to reach the broadest audience possible. It is our goal to help your government build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in new ways.

At Granicus, we recognize that great products are only part of what keeps our clients satisfied. For that reason, we provide 24/7/365 live technical support and take full responsibility for maintaining and monitoring the technology that powers your solution and that of over 1,000 other government agencies. Should you have any questions or if you would like us to clarify any aspects of our proposal, we look forward to hearing from you.

Most Sincerely,

Tom Spengler
CEO, Granicus

2.3. PROPOSAL CERTIFICATION

Please find Proposal Certification, Appendix 1, directly behind this page.

2.4. ORGANIZATIONAL BACKGROUND AND OVERVIEW

Granicus Company Profile

Granicus, Inc. offers the first cloud platform and suite of applications designed specifically for government agencies. We provide turnkey solutions that enable governments to work more efficiently, encourage citizen participation and engagement, and increase government transparency and trust. Currently, we have over 1,000 government clients and thousands of government users that leverage our technology to manage their day-to-day government tasks including webcasting of public meetings, automating their legislative workflow process, increasing citizen engagement, and more. Recently, the 2012 Best of the Web awards, created by Government Technology and the Center for Digital Government, revealed that 80% of the cities and 60% of the counties awarded have implemented online open government solutions from Granicus.

Company History

Granicus, Inc. is a privately held corporation with its headquarters located in San Francisco, California. Founded in 1999, the company has established a new vision for government municipalities to provide public information through the Internet. Granicus acquired Daystar Systems in 2011 and has jointly provided agenda management solutions since 1983. Our Legislative Management Solution was the first automated system ever developed specifically for government agenda and workflow management and continues to be the benchmark for all systems to follow. Granicus has steadily continued to increase its product depth since then, and has been the first to market government transparency, meeting efficiency, and citizen engagement solutions to government clients. Granicus continues to be a market leader and provides governments with the tools they require to increase citizen engagement, reach broader audiences, and collect timely and actionable feedback from within the community.

2.6. STATEMENT OF QUALIFICATIONS

The Granicus Experience

As the most experienced video streaming and meeting services solution for government agencies, we are more familiar with the unique characteristics and processes of the governments like yours, than any other provider. Granicus builds award-winning technologies to help its clients drive powerful cost efficiencies across many areas of business—including public meetings, open government transparency, and citizen collaboration. We will provide the City with a solution that reduces staff workloads, and keeps the City on the leading edge of technology. Granicus is able to provide a cloud-hosted and enterprise wide solution that will meet all of your objectives.

Web Streaming & Meeting Management Solution Highlights

The technical environment in every government agency can vary— depending on unique needs of their staff and citizens. With this in mind, our system was created with *built-in flexibility and compatibility* for seamless integration into any existing configuration. We have successfully deployed projects for governments of all sizes, from Grey Could, Minnesota (pop. 300) to the United States Congress, who relies on Granicus to broadcast all their floor sessions and many of their committee hearings.

- **Focus on Government** – Granicus focuses exclusively on government solutions and works only with government clients. We have an extensive understanding of the government meeting and workflow process. Granicus has provided solutions for over 1,000 government clients, and continues to be the market leader in providing Software-as-a-Service solutions for the Government.
- **Experience and Innovation** – The Granicus Team leverages more than 30 years of pioneering web streaming of government clients with the innovation of one of the fastest growing Silicon Valley companies. Granicus is

devoted to continual innovation of current and future government solutions, which means we focus on what's important to your City.

- **Open Systems:** As government data is is leveraged more and more by mobile apps and social media you can be reassured that your Granicus solution will meet the needs of a demanding tech-savvy audience.
- **Associating other media with Audio and Video** — Capture more than just the text of proceedings – share the intent behind the decisions by linking documents to your videos.
- The Granicus solution that will allow public access of agendas, minutes, and video on mobile devices such as **Apple IOs (iPad and iPhone).**
- **Truly Unlimited:** With Granicus, there will be no need to worry about the incremental cost of data usage, as we provide:
  - o Unlimited Storage (with no limits on your retention schedules)
  - o Unlimited Meeting Bodies (i.e. Commissions, Committees, Boards, etc)
  - o Unlimited Distribution
  - o Unlimited Backups & Systems monitoring
  - o Unlimited 24x7 technical support
  - o Unlimited public viewers
- **Granicus has been recognized** the past four years for being one of the fastest growing private companies in the U.S., San Francisco, and the Silicon Valley by Deloitte LLP, the San Francisco Business Times, and Inc. Magazine. Our solutions have also been nationally recognized for helping government significantly improve transparency and efficiency.
- **We link the City to a 100% government only cloud** with redundant services that ensure your data is safe highly available. We provide data back-up, security, technology innovation, and guarantee a 99.9% uptime of our servers, which are clear benefits to governing in the cloud versus a customer premise only solution.
- **Granicus Data Centers provide:**
  - o Secure - SSAE-16 Accreditation
  - o Reliable - 99.9+% Uptime
  - o Redundant Systems to provide continuity of Government services
  - o Detailed Disaster Recovery Plans
  - **Hosting:** The Granicus solution includes an unlimited model for hosting live and archive content for on premise meetings. Other responders may charge by bandwidth usage and this can become complex and worrisome. Granicus guarantees that you will not have to pay for more content storage or streaming.
  - **Integrated Public Record:** Granicus provides a video experience that includes closed captioning, indexing, links to social media, embedding capability, and document indexing for a fully integrated experience.
  - **Future Proofing:** Granicus provides solutions that can integrate easily into the current solutions such as paperless agendas on the iPad for your commissioners, automated voting solutions, automated agenda and minutes and interactive citizen collaboration tools.

iLegislate—The Granicus iPad App

Paperless Agenda Workflow on the Apple iPad

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Review agendas and attachments offline and on-the-go
- Easily take notes, bookmark and email agenda items
- Review indexed, archived meeting videos
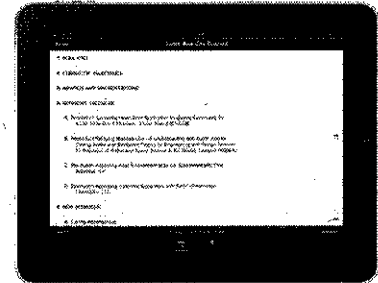
Government agencies spend thousands of dollars annually printing, copying and binding meeting materials. Not to mention the staff costs for collecting, organizing and distributing these materials. Granicus has always strived to help government agencies cut costs with new technologies. With our latest mobile application, iLegislate, governments can review meeting agendas and supporting documents and archived videos all over the iPad® at no additional cost or staff time. It's been proven to save staff hours in the pre-meeting workflow process, while improving efficiencies.

iLegislate seamlessly connects agenda data to the iPad and makes it available for offline viewing. Elected members and staff can review agendas and supporting documents, annotate PDF documents, take notes and bookmark items of interest. This mobile technology enables users to review meeting materials before, during or after a meeting from any location, even without an internet connection. All of your data is automatically backed up to the Granicus cloud once an internet connection is reestablished. iLegislate is compatible with both Apple iPad versions and is available for free through the Apple App Store™.

Granicus Qualifications Overview

Customer Service Standards

World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:

- ✓ 97% customer satisfaction rating, 98.5% client retention rating
- ✓ Over 1,000 clients in all 50 states, at every level of government
- ✓ More than 265,350 government meetings online
- ✓ 24/7/365 live service and support for all customers
- ✓ Dedicated Account Manager
- ✓ Over 31 million government webcasts viewed
- ✓ Over 9 million citizens engaged
- ✓ Services in 9 out of the 10 most populated cities across the nation
- ✓ Voted one of the 100 companies that matter most in online video by Streaming Media magazine
- ✓ Ranked 185 on Deloitte 500 fastest growing companies
- ✓ Ranked 419 on Inc 500 fastest growing companies

Qualifications & Usage Statistics

- ✓ Over the past 12 months, our customers have received over 50 million hits to their videos
- ✓ Granicus has over 34,000 government users on its platform
- ✓ Over 9,000 users are governing on the iPad using Granicus iLegislate
- ✓ The Granicus cloud is redundantly hosting more than 390 terabytes of data

2.7 PROJECT APPROACH

Proposed Solution Overview

Granicus is pleased to present the below proposed solution of new technology and expert professional services to provide your County with a solution that meets and exceeds the requirements set forth in this Request for Proposal. By selecting Granicus, your solution will include the Granicus Open Platform for unlimited content storage, the Government Transparency Suite for live and on-demand video streaming, the Meeting Efficiency Suite for minutes automation, and VoteCast for electronic voting. As narrated below, your solution will include our newest technologies such as our native iPad application and mobile streaming. The proposal includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation. Below please find a description of each of the proposed Granicus Suites, as well as a narrative of our implementation methodology, a timeline of milestones, and a support and training overview.

Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. Click here for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- 500 GB of local storage (approximately 1,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery

Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Granicus Performance Accelerator

This network performance tool allows you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure. The Performance Accelerator is a software module designed to support high volume internal streaming without straining internet bandwidth. Viewing requests are intelligently routed to the most logical network location, usually the network core. Performance Accelerator is required when:

- Demand exceeds the 50 concurrent internal stream limit of the Granicus Encoding Appliance
- Internal distribution is desired for more than 2 Granicus Encoding Appliances
- The Granicus Voting System will be used in combination with the Granicus Encoding Appliance

The Performance Accelerator software module can be supported on hardware purchased from Granicus or on hardware provided by the client. Clients who provide their own hardware may have the option of using physical hardware or a virtual machine.

Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. Click here for more information on the Government Transparency Suite.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics

- **Easy to Use Public Website**- Publish live and archived videos to a media portal on your website to make it easy for the public access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership. The Granicus media digital player comes standard with the ability to rewind, fast forward, clip segments and share videos to the social grid.
- **Agenda Index Points** – Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas and view supporting materials — staff reports, memos, and ordinances — all within a single multimedia player.
- **Advanced Search "Drill Down"**- Empower residents to find the information they need through a self-service search engine. Search across public meeting archives – meeting or event data including agendas, minutes, notes, motions, votes and captions. With advanced filters for date range, data type and more, the public is able to accurately define their search criteria to find the information they need.
- **The Granicus Open API and SDK** - We can provide a fully-documented and supported Application Programmatic Interface (API) and Software Developer Kit. This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete and ultimately customize how information in presented. We believe that open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry

leaders. We want to odder clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.

- **Downloadable Media & Alerts**
  - **Downloadable Media** - Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices and popular media and social media networks.
  - **RSS** - Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available – specific files, agendas or minutes. This feature simplifies the ability for citizens to get real time updates straight to their inbox.
  - **User Search Alerts** - Just as RSS subscriptions allow residents to receive updates on specific information.
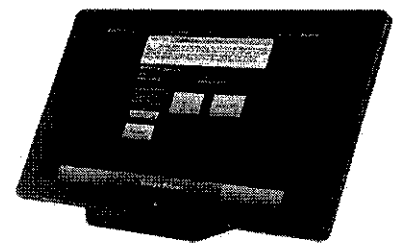
Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteCast, allow the public to track legislation, ordinances and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. Click here for more information on the Meeting Efficiency Suite.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes

VoteCast: Electronic Voting and Public Displays

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more. The system includes touch screen displays, a digital speaker queue, vote and roll call automation, and the ability to review paperless agenda packets. The VoteCast application runs on Granicus provided hardware which includes a tablet computer (Samsung Series 7 Slate Tablet) with a docking station or an ultra small form factor Dell CPU and touch-screen monitor depending on your preference. The system runs on a standard Windows operating system such as XP or Windows 7. VoteCast is a highly configurable system that provides many custom options, some of which include:

- Ability to show or hide live vote results including a numerical tally for elected officials or the meeting chair. This can be done during the live vote or after it has been completed.
- Vote types (Yes/Yay, No/Nay, etc.)
- Show or hide motion information and mover/seconder buttons
- Ability to view supporting document attachments
- Customized elected official names
- Display the speaker queue and speaker timer
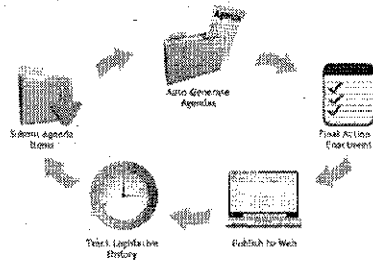- Ability for meeting chair to have controls such as start/stop/reset vote, call speakers, etc.

Electronic Vote Automation (*Optional*): Ensure that voting is organized, fair, and accurate. Using an electronic process, votes are simultaneously recorded and tallied up. Previously cast votes can be referred to at anytime.

Meeting Room Public Display *(Optional)*: The Clerk has complete control over the live meeting data entry, notes and actions. All of this meeting data (e.g. current item, vote results, speakers, etc.) can be pushed to the public display interface. The public display is designed to keep people in the meeting chamber, TV viewers and your web audience up to speed on meeting action. See the example to the right. *Public display screen to be provided by client.

The Granicus® Legislative Management Suite

The Legislative Management Suite offers a complete document management and automated agenda solution, which increases staff efficiency, organization, and the ease of search capabilities, while also promoting a paperless workflow. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken.

- Agenda packet generation and publication
- Organize, store and retrieve documents
- Comprehensive track and search features
- Agenda item drafting
- Electronic approval process
- Continuous legislative workflow

The Granicus® Legislative Management Suite

The Legislative Management Suite offers a complete document management and automated agenda solution, which increases staff efficiency, organization, and the ease of search capabilities, while also promoting a paperless workflow. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy.

Intuitive User Interface: The Legislative Management Suite provides an intuitive and automated methodology for managing legislative information. The home screen displays the appropriate tools based upon that individual's security permissions, the most recent agendas, minutes, and legislative files that the user has been working on as well as any items pending their approval. This main menu provides immediate access to general reports and statistical data, as well as instant search features.

Easy-to-Use Help Functionality: Granicus provides comprehensive online help features at all screen levels that is logically organized and easy to use. Help information dynamically displays topics related to the current function the user is working on and allows the user to do general searching for help information.

Keyword search: Users can find topics from the tree menu or keyword search and find "how to" instructions on all functions. The "Help" key provides categories including topics specific to the form or function they are using, technical support, the ability to submit a new feature request (Wish List), and other help functionality.

Legislative File Assembly: Legislative files are the building blocks of our entire legislative management system. These items are used to build all documents assembled and published through the system (agenda items,

resolutions, minutes, etc). The system generates a unique ID tracking number for each new legislative file. All data fields are automatically indexed by the system for fast information retrieval.

Draft a Legislative File: The Granicus system includes a complete file text drafting component that allows the City to store and use any number of different templates. The drafting editor includes a complete set of drafting tool including predefined boilerplates available for a specific file type. The system allows multiple staff members to compile information on an issue simultaneously. Meaning, one department or The City of Redmond staff member may be drafting the text of a request, while another is simultaneously linking supporting materials or attachments.

Drafting Tools: System-Based and MS Word: The City has the option of using a simple text or Microsoft Word editor and may switch between either at any time. In most cases, the City may use its existing Word templates for consistency and easy transitioning. In addition to managing any number of different file types, the City can define different Word templates for each file subtype.

Online Submittal of Agenda Items: Submit agenda items through a simple browser-based form for Council or committee consideration. Departments, Board members and even outside organizations or groups can be given authorization to submit agenda items for Board and Committee consideration from anywhere.

Smart Calendar Management: The Legislative Management Suite will give The City the ability to schedule, store, and track all dates, times, and locations of its meetings. The City can schedule as far into the future as needed and publish all dates to their public legislative portal. This feature also allows users to manage items and automatically include them on the appropriate agenda without having to predefine agenda dates for all meeting bodies. The system will automatically place an item on the appropriate meeting body's calendar based on the controlling body and the status of the item.

Calendar Publication: End users will have immediate access to a dynamic calendar of all meetings or other scheduled meetings and events. Staff, Board/Committee members and citizens can view schedules along with agendas and minutes through an Internet browser.

Automated Agenda Assembly: Customize Agendas for Each Meeting Body: The City's agenda management solution includes the ability to automatically generate and format unlimited agendas for any meeting body including the Board, committees, commissions, and departmental agendas. The system will automatically gather and compile the appropriate data for each meeting body's agenda.

Unlimited Agenda Templates: The City can define different agenda formats (header, agenda sections, etc) for each group creating an agenda. **Paperless Agenda Application for the Apple iPad®-** Allow staff and elected members to review paperless agendas, supporting documents and take personal notes all through an iPad.

Legislative Task and Activity Tracking: In addition to the agenda item approval tracking, our system tracks the path of each ordinance, resolution, and other legislation with a series of historical records marking the life of the issue through the legislative process. Individual routing entries, version changes, referrals to departments, final approvals and other events are automatically captured by the system and can be included in reports.

Online, Legislative Portal and Public Access: Granicus is committed to ensuring your citizen-facing web portal fits into your website seamlessly. The Legislative Management Suite offers a standard research portal for legislative information that matches the look and feel of your website and is open to the public. This public facing portal provides a browser-based solution for organizing, searching, printing and otherwise accessing public information.

Public and Private Access: The City has a great deal of flexibility in configuring the system's appearance. The general public, businesses, media and others can access, search, track and share public data through this page. Authorized users have the ability to add attachments to a meeting agenda record including approved minutes of the previous meeting to the current meeting.

System Reports: Reports are automatically generated based on the data entered into the system. Once data has been added, the system uses its built-in sort and formatting routines, defined by the documents they are intended to produce, to abstract the correct information and produce all requested documents in specific formats - Agendas, Certifications, Notices, and Minutes.

Automated Minutes Annotation: All actions, votes, and notes can be captured for a seamless workflow. Staff can publish draft minutes to the organization's website within minutes of a meeting's adjournment.

Administrative Controls – featuring remote administration: Our system has very defined administration privileges with hundreds of security settings. Security features can be defined to a single field, user, group as well as permissions that can be applied to all data and activities.

Citizen Participation Suite

The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Additionally, citizens will be able to electronically submit comments for agenda items using an online form tied to your upcoming meeting agenda. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions. Click here for more information on the Citizen Participation Suite.

- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions
- Access community ideas, demographics, and feedback on an iPad with iLegislate®

IMPLEMENTATION METHODOLOGY

Granicus Approach to Project Overview

Granicus provides online, phone, and onsite training depending on your selected solution, so that your staff receives the knowledge they need to achieve success quickly. We also provide the industry's most comprehensive online portal for continuing education, training, and support. Here you can find pre-recorded training videos, user guides, best practices, FAQs, and plenty of support materials to ensure that your staff can get the information and support it needs. Granicus provides ongoing support as we build a lasting relationship with your team.

Project Management Plan

Granicus will take responsibility for providing extensive project management services on all timelines, planning, and deployments of your proposed solutions. The result will be a successful, timely installation of your solution in an agreed upon timeframe.

Implementation Methodology

Primary responsibility of the system installment and configuration will fall under the responsibility of the Granicus staff in coordination with the City's designated System Administrator. In this case, the System Administrator will be highly involved during installation in the project management, configuration, and deployment of your solution. The City's technical staff will also be required to ensure that our solution fits seamlessly into its current network and technical environment. Below is an overview of the anticipated implementation milestones to deploy your solution. We will work closely with your staff to implement our solution in the timeliest manner.

- **Project Kick-off:** In the first phase of the project, Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles. At this stage, we will also confirm all network requirements for any future system installations.

- **Configurations:** During this phase, the technical deployment team will complete the configurations necessary to meet Granicus and City specifications. Upon completion of the configuration period, training materials will be created leveraging these configurations.

- **Acceptance and Training:** The assigned product trainers will work with your staff on full product training.

- **Final System Implementation and Post-Implementation Feedback:** In this final stage of the implementation, the City will begin using its solution in production mode.

Legislative Management Users

Below we have outlined the key project team members and tasks and timelines for a successful Legislative Management Suite implementation. The goal is for the client to build a successful project team and for all involved to understand the timeline so realistic expectations are set from the start. Prior to any training, Granicus will work with your staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

Key Project Team Members

It is important for clients to create a solid project team for a successful Legislative Management implementation. Below are the recommended project team members:

Project Manager/System Administrator: The Project Manager/System Administrator should be a person who is closely involved with the legislative process of your jurisdiction - from the approval process of legislation to the creation of minutes. This person often also serves as the System Administrator of Legislative Management and should consider themselves computer savvy. The Project Manager/System Administrator is responsible for maintaining the administration tables in Legislative Management.

IT Lead: The IT Lead works closely with the Project Manager to ensure that Legislative Management is deployed properly and helps solve IT issues that might arise.

Clerk: It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of your Council - from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the video during the meeting if video/audio recording is involved.

Committee Representative: The Committee Representative will be the expert on the committee process of agenda and minutes creation.

Backup System Administrator: This Backup System Administrator will serve as the backup to the Project Manager/System Administrator and preferably has a solid understanding of the legislative process of your jurisdiction - from the approval process of legislation to the creation of minutes as well as a good level of technological skills.

Video Indexer: Should your solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be the Clerk's staff or a member of the A/V team depending on your unique workflow.

Installation Milestones Leading Up to "Go Live"

Below is a sample of the installation milestones of the proposed solution with specific deliverables and the estimated number of calendar days that each deliverable will take. This is only a sample and may change as we learn more about your network, systems in place, or requirements.

Task #	Deliverables (Confirmed Upon Award)	Timeline: Estimated Calendar Days
1	Project Review with Town Staff and Granicus Project Management	1
2	Project Kick Off	1
3	Department and Clerk Business Process Review	21
4	Project Plan and Schedule Review	7
5	Equipment Ordering and Staging	21
6	Hosted Site Provisioning	7
7	On-Site System Installations	3.5
8	Software Configurations	3.5
9	Data Conversion Analysis (if necessary)	3.5
10	Define System Integration Interfaces	7
11	Review and Revision of Scope of Work	3.5
12	Administration Tables, Documentation, and Training Manuals Completed	7
13	Functional System Demonstration	3.5
14	Integration Interface Testing	7
15	Training	28
16	Functional Acceptance	7
17	Final Data Conversion Completed	7
18	System Cutover	1
19	**Final System Acceptance**	28

2.8 PERSONNEL

Granicus Project Team

Granicus currently has approximately 100 employees, and below are the key personnel that will be dedicated to this project:

Name and Title:	**Maryann Mooney – Norwest Region Sales Executive**
Project Assignment:	Maryann has been on the Granicus sales team since September of 2012 and covers the Northwest region. She is responsible for understanding the unique situations of prospective clients and helping them to align technical solutions related to improving efficiencies.
Background:	Maryann comes to Granicus with a strong background in technology and is familiar with local government and software solutions. She has held several different roles from new client acquisition to account support.
Name and Title:	**Alvaro Marroquin**
Project Assignment:	**Project Manager**
Background:	Alvaro will serve as the project manager, and has deployed over 200 Granicus Clients over his seven-year tenure with the company. He will provide a project plan to successfully install your solution. He will ensure the Granicus Implementation steps are executed within the timeframe set forth by the client. Alvaro will be the main point of contact during the implementation and deployment of your Granicus solution. Alvaro is based in our corporate headquarters in San Francisco, CA.
Name and Title:	**Rebecca Cleary – Training Manager**
Project Assignment:	**Lead Platform Trainer**
Background:	Rebecca Cleary has performed in her current role as a Senior Product Training Specialist with Granicus for close to four years. Prior to Granicus, she succeeded as a Software Trainer for over a year and half with a prominent Los Angeles Real Estate Listing Service. She also has experience in project and account management, as well as managing a team of Account Executives. She holds a Bachelor of Arts degree in Broadcast Electronic Communication Arts and a Master of Arts degree in Industrial Arts, both from San Francisco State University.

2.9 REFERENCES

Granicus has provided solutions to over 1,000 government clients, and we support some of the largest, most complex Cities with our solutions. Having successfully deployed 1,000 solutions for governments at every level nationwide, our team has the experience and expertise to deliver effective solutions with expertise deployments. The Granicus Team leverages more than 30 years of pioneering agenda management solutions for governments. For examples of clients that are most comparable to the City of Colorado Springs and have populations of over 400,000 please refer to the provided references below:

- Long Beach, CA (Larry Herrera, City Clerk, 562.570.6489, larry.herrera@longbeach.gov)
- Oakland, CA (LaTonda Simmons, City Clerk, 510.238.7370, lsimmons@oaklandnet.com)
- Monterey County, CA (Gail Borkowski, Clerk of the Board 831.755.5066, borkowskigt@co.monterey.ca.us)
- Sonoma County, CA (Michelle Arellano, Clerk's Office 707.565.3747, michelle.arellano@sonoma-county.org)
- DeKalb County, GA (Alvin Husbands, IT Manager 404.687.3839, ahusbands@dekalbcountyga.gov)
- King County, WA (Anne Noris, Clerk's Office 206.296.0364, anne.noris@kingcounty.gov)

- Milwaukee, WI (Jim Owczarski, Clerk's Office 414.286.2998, jowcza@milwaukee.gov
- Albuquerque, NM (Rene Newton, Systems Analyst 505.768.3284 & Crystal Ortega, Clerk of the Council 505.768.3107)
- Los Angeles, CA (Greg Allison, Clerk 213.978.0351, greg.allison@lacity.org)

Client in Deployment over 400K, using most of the proposed solutions:
- Greensboro, NC (Rick Langhorne, IT 336.373.2095, rick.langhorne@greensboro-nc.gov)

2.10 FEE SCHEDULE

The cost proposal below was based on the information available to us at this time regarding the Legislative Software solution for the City of Colorado Springs. The projected cost proposal below includes implementation, training, shipping, hardware, software and 24/7/365 live support.

Item	Units	Upfront	Monthly
Open Platform Suite	1	$0.00	$199.00
Government Transparency Suite	1	$4,475.00	$449.50
Meeting Efficiency Suite	1	$0.00	$572.50
VoteCast Touch Package for Meeting Efficiency Suite (9 seats)	1	$30,550.00	$1,545.00
VoteCast CPU	1	$980.00	$0.00
Citizen Participation Suite	1	$0.00	$1400.00
Performance Accelerator	1	$4,475.00	$425.00
Legislative Management Suite	1	$14,650.00	$1,400.00
Legislative Management Suite – ATS Package	1	$3,400.00	$0.00
Shipping	1	$730.00	$0.00
TOTAL		**$59,260.00**	**$5,991.00**
Optional: Live Closed Captioning	hour		**$150/hr**

**Your Granicus solution may require on-site training. Additional costs and fees are associated with on-site training. You may be billed for travel expenses, including but not limited to, air travel and automobile rentals, as well as lodging expenses. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the on-site visit. You will not be billed for expenses in excess of $2,000 per on-site visit

APPENDICES

2.11 EXCEPTIONS

Directly behind this page please find Appendix 2, Exceptions Form. Below we have specified areas within the sample contract that Granicus would like to take exception or add additional language:

15. TERMINATION OF CONTRACT: Granicus asks for an initial six month term before this provision is available. The reason for this is that Granicus expends considerable resources upon deployment, and would suffer an undue loss if a client were to terminate for convenience too soon after deployment.

16. Delivery and Taxes: Although we have provided a sample of installation milestones within this proposal, we cannot guarantee this timeline until we have had an initial kick-off call with the City of Colorado Springs in which we establish specific milestones for the proposed solution that take into consideration your requirements and are agreed upon by both parties. Therefore, we ask that this section be amended to reflect that this specific timeline will be established upon initial kick-off call prior to agreeing to this section.

We would also like to add the following snippets from our service agreement:

"Content" shall mean any and all, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus. Content is the property of Client. Termination options regarding Content are as follows: In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content: · Option 1: Video files on DVR and a compact disc (CD) that contains the index and clip name data in CSV or XML format will be created and sent to the Client. This option may result in an additional charge to Client.

Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive account to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in this section.

Limitations. Except for the license granted by this Agreement, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANICUS'S SERVICES, SOFTWARE AND DELIVERABLES ARE PROVIDED "AS IS" AND GRANICUS EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT ACCESS TO OR USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION, GRANICUS'S SOLE OBLIGATION SHALL BE TO USE COMMERCIALLY REASONABLE EFFORTS TO RESTORE ACCESS.

Limitation of Liabilities. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANICUS AND ITS SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO: THOSE ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; DAMAGES OR COSTS RELATING TO THE LOSS OF: PROFITS OR REVENUES, GOODWILL, DATA (INCLUDING LOSS OF USE OR OF DATA, LOSS OR INACCURACY OR CORRUPTION OF DATA); OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF THE FAILURE OF ANY EXCLUSIVE REMEDY. IN NO EVENT WILL GRANICUS'S AND ITS SUPPLIERS' AND LICENSORS' LIABILITY EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE).

Directly behind this page please find Appendix 3, Minimum Insurance Requirements.

2.13 ADDENDUM ACKNOWLEDGEMENT

Directly behind this page please Addendum #1 acknowledged and signed.

2.14 SCOPE OF WORK RESPONSE APPENDIX

Directly below, please find Granicus' response to Exhibit 2, Scope of Work.

Specification	Met or Exceeded	Granicus Comments
Agenda Preparation, Approval, and Scheduling		
• Ability to track agenda items by status and sponsor • Ability to associate supporting materials to agenda items • Automate the agenda preparation process, including ability to custom define workflow and actor roles, including initiator, reviewer, and approver • Provide consolidated view of status of all in process agenda items, including scheduled date, if applicable • Provide ability to schedule agenda items, including multiple readings	✔	COMPLY. Granicus is able to meet each of the Agenda Preparation, Approval, and Scheduling requirements with the proposed solution. The Legislative Management Suite will automate the agenda preparation process, allow you to define custom workflows and user roles, and include the ability to track agenda items and provide a consolidated view of status of all in process agenda items. The Legislative Management solution is the most configurable system available with over 300 system settings to fine tune system functionality to the City's requirements. Each meeting body can build their own, customized agenda templates (header, logo, location, and standard information, etc.) as well as establish their own workflow approval process. This will give the City virtually unlimited flexibility and scalability to expand and adapt well into the future. Workflow will allow agenda items to move from any one of these bodies to another as necessary. This agenda assembly methodology is identified and defined by your current workflow during implementation of this solution. The system will automatically gather and compile the appropriate data for each agenda. All documents are automatically tagged and indexed, making search and retrieval easy.
Meeting Management		
• Manage meetings, including roll-call, motions, votes, minutes, and speaker queues • Record roll-call in minutes Record motions in minutes Record votes in minutes • Provide method for displaying vote results on large LCD panel(s) and/or projector	✔	COMPLY. The proposed Granicus solution is able to provide a turnkey solution that meets each of the Meeting Management requirements. The Granicus Meeting Efficiency Suite and VoteCast solution will work seamlessly together to record roll-call, motions, votes, minutes, speaker queues, and electronic voting. he Meeting Efficiency Suite is a live meeting workflow

• Provide method for speakers to self-register to speak via the Internet • Display registered speaker queue, including whether they plan to speak in favor of or opposing an item • Call speakers from speaker queue • Record speaker names in minutes • Display count down timer for public speakers with public display of time remaining • Ability to record minutes during meeting with macros or other shortcuts to insert common items in an abbreviated manner • Ability to index live video against agenda items		solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, you will be able to finalize minutes quickly and easily through the integrated post-meeting Minutes editor. With the Granicus Meeting Efficiency Suite electronic voting add-on, VoteCast, you will be provided with monitors and touch screen interfaces for voting members. The solution will display a speaker queue, provide a method to for displaying vote results, and display a countdown timer for public speakers with public display of time remaining. The Granicus Citizen Participation Suite will allow speakers to self-register to speak via the Internet, and the Granicus Government Transparency Suite will provide the ability to index live video against agenda items.
Legislator Tools		
• iPad-optimized iOS application to view/download meeting agenda and supporting documentation • iPad-optimized iOS application to review and annotate agenda and supporting documentation with comments and notes • iPad-optimized iOS application to access/record constituent feedback on agenda items • iPad-optimized iOS application that allows keyword search of prior meeting minutes for relevant discussion and returns meeting minutes and links to relevant video archives • Ability to vote using a touch screen • Ability to make a motion using touch screen • Ability to access annotations, notes, and constituent from meeting materials via iPad-optimized iOS application	✓	COMPLY. The proposed solution includes iLegislate, the Granicus native iPad application. With the Granicus iPad application, iLegislate, users can seamlessly connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate application. Additionally, documents are able to be worked on offline and imported into the system. iLegislate seamlessly connects agenda data to the iPad and makes it available for offline viewing. Elected members and staff can review agendas and supporting documents, annotate PDF documents, take notes and bookmark items of interest. - This mobile technology enables users to review meeting materials before, during or after a meeting from any location, even without an internet connection. All of your data is automatically backed up to the Granicus cloud once an internet connection is reestablished.

		Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely integrated public record. You will reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible webcasts. Plus, our design staff will create a portal for webcasts that matches the look and feel of your existing website, offering an optimal end-user experience.
Audio/Video Streaming		
- Audio/Video streaming website, optimized for desktop and mobile viewing experiences - Archived/delayed video streaming indexed to agenda items in minutes, providing ability to click on an agenda item and skip to the relevant portion of the video - Search capability that allows user to search by keyword for relevant agenda items and retrieve associated video and meeting materials - Closed captioning of meeting audio for the hearing impaired - Live meeting streaming capability - Ability to record closed meetings, with stringent access controls, not accessible to general public. Note that different boards/commissions using the solution would require different access controls. - Ability to record/stream audio only.	✔	COMPLY. The Granicus Government Transparency Suite will include an audio/streaming website; both live and archived video streaming indexed to agenda items in minutes; and search capability that allows users to search by keyword for relevant agenda items and retrieve associated video and meeting materials. To meet the streaming video requirements, Granicus is proposing the Open Platform and Government Transparency Suite. The solution includes the Granicus Open Platform and the Government Transparency Suite, so that you will have the ability to link and index items to your videos. This solution includes unlimited internet and mobile streaming, full website Integration, and the ability to record live and closed meetings, and allows users to archive digital files and material. The proposed solution has the ability to provide closed captioning. The Granicus encoder device for live streaming supports extraction and display of embedded closed captions to help maintain ADA compliancy. Granicus Meeting Services can also provide live remote captioning if desired. The solution is fully keword-searchable and users will be able to drill down to any level of public information; searching through the meeting videos, notes, votes, closed captions, agenda minutes, resolutions, etc. with advanced filters for data range, data type, and more. The proposed solution will create searchable

		integrated public records of meeting audio, video, minutes, and agendas and automatically assemble all meeting materials and publish to the website.
Citizen Engagement Portal		
• Website that allows the public to query legislator voting history, including ability to see a legislator profile that includes all votes • Website that allows users to query legislator attendance history, including ability to see a legislator profile that includes all attendance • User registration/identification through email and/or social media profile sign-in • Provide intelligence regarding geographic location and optional demographic information of commenters • Semi-automated community moderation to screen profanity • Ability for users to submit ideas to a community forum • Ability for users to "vote" ideas up/down to assist in prioritization • Ability for users and city leaders to comment and engage in discussion regarding ideas, initiatives, and projects • Ability to automatically route comments to initiative/project sponsors • Preferred: Provide ability for the public to subscribe to/follow a resolution, ordinance, or action and receive notification when status changes. • Preferred: Provide ability to subscribe to/follow a legislator and receive notifications on motions, votes, and sponsorships. • Preferred: Provide ability to subscribe to a digest/summary of legislative actions weekly or monthly	✔	COMPLY. Granicus will provide a citizen engagement portal that meets each of the specified requirements. The Citizen Participation Suite encourages greater community engagement in productive new ways online. Whether you're collecting ideas for how to improve your community, or feedback on projects underway, your efforts to improve citizen outreach will lead to better organizational outcomes. The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Additionally, the Granicus Citizen Participation Suite is equipped to allow members of the public to digitally sign up for public comment before a public meeting. The public will also be able to subscribe and follow a resolution, ordinance, action, motions, votes, and sponsorships, and receive a notification when the status changes through RSS feeds. Our RSS feature, which comes standard with all of our view pages, will allow viewers to subscribe to meeting notices. By doing this, viewers will be notified when a new notice has been published. Any staff member as well as citizen, may also track any approved body member and receive an RSS feed notifying them of any published office holder information changes.
Reporting		

APPENDIX 2   EXCEPTIONS

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

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

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which <u>may effect the final scoring</u> 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: ____Granicus, Inc.____

Address: ____600 Harrison St. #120, San Francisco, CA 94107____
                    (City, State and Zip Code)

Federal Tax ID#: ____91-2010420____

PHONE: ____(415) 357-3618____

FAX: ____(415) 618-0201____

E-MAIL ADDRESS: ____Maryann M @ Granicus.com____

Authorized Signature: ____Tom Spengler____ Date ____8/5/13____

Printed Name/Title: ____Tom Spengler, CEO____

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL

APPENDIX 3   MINIMUM INSURANCE REQUIREMENTS

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

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

2.__X__Automobile Liability for limits not less than $500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3.__X__Commercial General Liability for limits not less than $500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and consultants protective endorsements.

4.__N/A__Excess Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence.

5.__N/A__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. Consultants and sub-consultants 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 Consultant. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.

6.__X__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.

7. N/A__Pollution Legal Liability Insurance for limits not less than $1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

8.__X__Except for workers compensation and employer's liability insurance, the City of Colorado Springs 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.

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

Granicus, Inc.
(Name of Company)

Tom Spengler   8/5/13
(Signature)   (Date)

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL

Support		
• Unlimited 24x7x365 support included	✓	COMPLY. Granicus will provide U.S.-based 24/7/365 live customer support and maintenance at no additional cost. Our Support Team consists of staff that spans all time zones in addition to our primary San Francisco location, so that a live person is available to you at all times. Below is our support contact information: **Granicus Technical Support Contact** Business Hours (5 a.m. – 6 p.m.): 415-357-3618 Toll Free: 877-889-5495 24/7/365 Technical Support Line: (415) 655-2414 Email: customercare@granicus.com

| **ADDENDUM #1** |
| **AUGUST 1, 2013** |

NAME OF PROJECT: **R13-077 LEGISLATIVE SOFTWARE**

Due Date Remains Wednesday, August 7, 2013, at 3:00 PM.

This document shall become as fully a part of the above named Invitation for Bid solicitation as if included in the original solicitation and shall take full and complete precedence over anything stated or shown to the contrary in it.

Acknowledgment: Each respondent shall indicate acknowledgment of receipt of this Addendum per the instructions below. Each and every respondent shall be responsible for reading each and every item in this Addendum to ascertain the extent and manner it affects the work in which he or she is interested.

CHANGES TO THE PUBLICATION NOTICE

Please consider the following changes, additions, clarifications, and information when preparing your response to the above-referenced RFP:

Question: Can you please clarify if the proposal is due on Wednesday, August 7th, or Friday, August 9th? At the moment the due date says Friday, August 7th.
Answer: The due date should read Wednesday, August 7, 2013 at 3:00pm.

Question: Can you please specify how many voting members the City of Colorado Springs has? We want to ensure that we provide the correct number of voting stations in our quote.
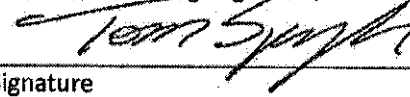**Answer:** There are 9 voting members.

Question: On page 21 the RFP states: "Closed captioning of meeting audio for the hearing impaired." Are you interested in the vendor providing personnel to do the closed captioning for each meeting, or are you only interested in the software having the functionality to provide closed captioning?
Answer: We want the software to have the capability. Please provide the cost of providing this service so that we may decide whether or not to offer.

Question: Regarding the 15 page requirement, are vendors allowed to submit appendices that include answers to specific items in the scope of work bullet-point list and not have it count against our 15 page limit?
Answer: Yes, but please be concise.

Any questions pertaining to this Addendum should be directed to Erin Obering at eobering@springsgov.com. Receipt of this addendum should be acknowledged at the time proposals are received. The respondent shall acknowledge receipt of this addendum by signing below, and this addendum shall be returned as part of the proposal response.

Tom Smyth   8/5/13
_____   _____
Signature   Date

Granicus, Inc:
_____
Firm

600   Harrison St. #120, San Francisco, CA 94107
_____
Address

END ADDENDUM 1

- Comprehensive citizen-engagement portal reports, including top users, top ideas, geographic location, summarized feedback (pro and con)
- Video streaming usage statistics, including number of viewers by time of day, length of time, by meeting, by topic, by OS, by browser
- Agenda item status

Scope
- Include ability to support multiple boards/commissions meeting in same location with different minutes templates, unique shortcuts, and unique meeting streaming/index video web pages.

Integration
- Optional: Provide Sharepoint integration for legislative materials, including meeting materials and supporting documentation
- Provide an API for application integration at no-additional cost

Architecture
- Proposed solution must be true cloud-hosted software-as-a-service offering(s), with >75% of current customers hosted in the cloud
- At least 99.99% uptime of data centers for cloud hosting
- SSAE-16 compliant data centers
- Redundant data centers with disaster recovery
- All web pages fully ADA compliant
- Provide H.264/MPEG-4 encoded high-definition video streaming
- Unlimited hosting

Support
- Unlimited 24x7x365 support included

Company Focus
- Proposers must be government-focused business, specializing in federal, state, and/or local legislative management

Implementation
- Turn-key implementation
- Full software configuration, including workflow, roles, security, and software
- On-site training
- Testing support, including test issue resolution
- Dry-run(s) of legislator meeting(s)

APPENDIX 1   PROPOSAL CERTIFICATION
1. Principal place of Business:

Granicus   Headquarter

600 Harrison St.
Suite 120
San Francisco, CA 94107

Does Offeror have an established office or facility in Colorado Springs? Yes _X_ No___
If yes, indicate address below if different than Principal place of Business.
Colorado Springs facility - Year established _2013_ — _Granicus has an employee that works_
% of Services that will be provided from this location   _directly out of Colorado Springs._

7955 Manston Dr.   ___%
Colorado Springs, CO 80920

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: _Traveler's Property Casualty Insurance Company_

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 _Maryann Mooney_ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # _(415) 361-5281_ E-mail: _MaryannM@Granicus.com_

		COMPLY. The proposed Granicus solutions include an array of reporting features that include citizen engagement reports, video streaming usage statistics, and agenda items by status. With the Citizen Participation Suite you will be able to run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions. You will be able to see where your participation is coming from with mapping tools and reports. Our word cloud also pulls the most commonly used terms in responses, so that you can visually see a summary of what citizens are talking about.
• Comprehensive citizen-engagement portal reports, including top users, top ideas, geographic location, summarized feedback (pro and con) • Video streaming usage statistics, including number of viewers by time of day, length of time, by meeting, by topic, by OS, by browser • Agenda item status	✓	With the Government Transparency Suite, we are able to provide an array of performance reports related to the webcasting of your events. Reports may include the following: the number of concurrent live connections, archived video reporting numbers, and top video files viewed. The Legislative Management Suite also includes a number of standard and search results summary reports as a standard feature. You can easily form specific report libraries are provided to compile the results of any form searches. These reports can be generated in PDF or a number of other formats as well as output to editable MS Word for ad-hoc modification.

Scope

		COMPLY. Our solution is implemented as an enterprise wide system and there are no software limitations as to the number of records or the number of concurrent system activities that can be performed or managed at any one time. Our licensing will provide the City with unlimited users, unlimited meeting records, and unlimited customizable meeting body templates. You will never have to pay for additional 'seats' or adding more records.
• Include ability to support multiple boards/commissions meeting in same location with different minutes templates, unique shortcuts, and unique meeting streaming/index video web pages.		

Integration

• Optional: Provide Sharepoint integration for legislative materials, including meeting materials and supporting documentation • Provide an API for application integration at no-additional cost	✔	The proposed solution is open architecture and allows for integration to the City's existing/future computing infrastructure. The solution includes a fully documented and supported Application Programmatic Interface (API) and SDK that allows for open integration with other agency software, systems, and websites. The proposed Granicus solutions are able to integrate with nearly all existing infrastructure, although more research and testing may need to be completed in order to assure complete integration is possible.
Architecture		
• Proposed solution must be true cloud-hosted software-as-a-service offering(s), with >75% of current customers hosted in the cloud • At least 99.99% uptime of data centers for cloud hosting • SSAE-16 compliant data centers • Redundant data centers with disaster recovery • All web pages fully ADA compliant • Provide H.264/MPEG-4 encoded high-definition video streaming • Unlimited hosting	✔	COMPLY. Granicus is fully able to meet each of these requirements. Granicus, Inc. offers the first cloud platform and suite of applications designed specifically for government agencies. We provide turnkey solutions that enable governments to work more efficiently, encourage citizen participation and engagement, and increase government transparency and trust. Currently, we have over 1,000 government clients. We provide 100% cloud hosted solutions with redundant data servers that ensure your data is safe in the event of disaster recovery. We provide data backup, security, technology innovation, and guarantee a 99.9% uptime of our servers, which are clear benefits to governing in the cloud versus a customer premise on-site solution. Granicus Data Centers include: Secure - SSAE-16 Accreditation, Redundant Backups, *and* Detailed Disaster Recovery Plans. Granicus web pages are fully ADA compliant. We provide H.264 mobile streaming and MPEG-4 video streaming to reach the broadest audience. The solution is truly unlimited and provides: • Unlimited support • Unlimited users • Unlimited storage • Unlimited distribution • Regular Upgrades & Ongoing Maintenance