



**THE CITY OF COLORADO SPRINGS**

**REQUEST FOR PROPOSAL**

**Services**

**R26-048SL**

Date Issued: June 16, 2026

**FLEXIBLE SPENDING ACCOUNT, HEALTH  
REIMBURSEMENT ACCOUNT AND COBRA  
ADMINISTRATION**

**The City of Colorado Springs requests Firm Fixed Price (FFP), as detailed in this Request for Proposal (RFP), for Flexible Spending Account, Health Reimbursement Account and Cobra Administration.**

**This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.**

**SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.**

**Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.**

**<https://www.bidnetdirect.com/>**

**BIDNET Support**

**800-835-4603**

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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements including proposal submission instructions and other administrative details. This RFP is available on BidNet ([www.bidnetdirect.com](http://www.bidnetdirect.com)). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<b><u>Event</u></b>	<b><u>Date</u></b>
Issue Request for Proposal	June 16, 2026
Pre-Proposal Conference	June 23, 2026 at 11:30 AM MT

We will hold a pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However, all Offerors are encouraged to attend. Please use the link below to attend the meeting:

#### **Microsoft Teams meeting**

**Join:** <https://teams.microsoft.com/meet/277319830373742?p=5gevtDWTUoVPw1kupJ>

Meeting ID: 277 319 830 373 742

Passcode: it9Uu7dA

[Need help?](#) | [System reference](#)

#### **Dial in by phone**

[+1 720-617-3426](tel:+17206173426), 648304475# United States, Denver

[Find a local number](#)

Phone conference ID: 648 304 475#

Cut Off Date for Questions	July 1, 2026 at 11:30 AM MT
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Questions about the RFP must be submitted electronically with BidNet. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than July 1, 2026 by 11:30 AM MT.

Requests for information or support shall be addressed to:

Sarah M. Lagunas, [Sarah.Lagunas@coloradosprings.gov](mailto:Sarah.Lagunas@coloradosprings.gov)

**DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS  
REGARDING THIS SOLICITATION.**

**The only acceptable method of submitting questions is via BidNet to the Contracting Specialist named above. Faxes, email or physical mail delivery are not acceptable.**

Proposal Due Date	July 16, 2026 by 11:30 AM MT
Interviews (if applicable)	Tentatively July 2026
Award of Contract	Tentatively July 2026
Notice to Proceed	Tentatively August 2026

## 1.2 SUBMISSION OF PROPOSALS

Proposals are to be submitted electronically on the BidNet Website ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Please review the submission requirements *well in advance* of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for [www.bidnetdirect.com](http://www.bidnetdirect.com) can be reached 1-800-835-4603.

## 1.3 NUMBER OF COPIES

One electronic proposal is to be submitted electronically on the BidNet Website ([www.bidnetdirect.com](http://www.bidnetdirect.com)).

## 1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to Flexible Spending Account, Health Reimbursement Account and COBRA Administration.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

The term "Benefits Broker" refers to the City's current brokerage and consulting partner, Alliant.

## **1.5 RFP OBJECTIVE**

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

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

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include 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 acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **1.7 AMENDMENTS**

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

The City of Colorado Springs will post all amendments on the BidNet Website ([www.bidnetdirect.com](http://www.bidnetdirect.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

## **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

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

## **1.9 ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an 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 of the offer for non-responsiveness.

#### **1.10 PROPOSAL PREPARATION COST**

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

#### **1.11 AWARD**

The City of Colorado Springs may make multiple awards, using the evaluation criteria listed in this RFP, to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

#### **1.12 PERFORMANCE PERIOD**

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year: January 1, 2027 – December 31, 2027

Option Year 1: January 1, 2028 – December 31, 2028

Option Year 2: January 1, 2029 – December 31, 2029

Option Year 3: January 1, 2030 – December 31, 2030

Option Year 4: January 1, 2031 – December 31, 2031

#### **1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal, as well as a discussion of the strengths and weaknesses of their proposal, upon receipt of notification that their offer was not selected.

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

#### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate

or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

#### **1.15 OFFEROR'S QUALIFICATIONS**

Each Offeror must complete the Qualification Statement included with Exhibit 1 Solicitation Qualifications Documents.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

#### **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity 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 entity 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. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

#### **1.17 PROCUREMENT RULES AND REGULATIONS**

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website <https://www.coloradosprings.gov>. The Contracts Specialist may also provide a soft copy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

#### **1.18 FAIR TREATMENT OF OFFERORS**

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

#### **1.19 ORDER OF PRECEDENCE**

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



- A. Sections I-IV of this Solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits, or Attachments

## **1.20 SALES TAX**

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax-exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [SalesTax@coloradosprings.gov](mailto:SalesTax@coloradosprings.gov).

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

## **1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

## **1.22 COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

## **1.23 ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror.

The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

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

### 2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1      Solicitation Qualifications Document  
Appendix A    Offeror Questionnaire  
Appendix B    VPAT  
Signed Addenda, if applicable

### 2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Statement on which of the following requested services you are quoting on and if they will be provided by your organization, a partner organization you're able to bring to the relationship with preferred pricing, or if you are unable to offer the service. Our preference is to have the Offeror be able to provide all of the below services or bring a partnership arrangement with preferred pricing that can offer the services to allow for ease of administration. We are not interested at this time in entertaining any separate service providers for any of the sub-services listed below.
  - a. COBRA Administration
  - b. Spending Accounts (HRAs & FSAs)
- E. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- F. The signature of an authorized principal, partner, or officer of the Offeror.

### 2.3 PROPOSAL CERTIFICATION

The Offeror must fill out the proposal certification form included with Exhibit 1, Solicitation Qualifications Document, with its Proposal.

## **2.4 ORGANIZATIONAL BACKGROUND AND DESCRIPTION AS TO YOUR EXPERIENCE AND QUALIFICATIONS TO PERFORM THE STATEMENT OF WORK**

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations and size of firm. Finally, please describe your qualifications and experience to perform the work listed in Exhibit 2, Statement of Work.

## **2.5 COST PROPOSAL**

The pricing of your services is of critical importance to the City of Colorado Springs. Offerors shall provide pricing for all services you're proposing for in the fees portion of the FSA, HRA, and/or COBRA sections of Appendix A Offeror Questionnaire included with this RFP. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors.

## **2.6 PROPOSED 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 a brief resume(s) of key personnel that will be responsible for the implementation and ongoing account management for the City. Identify the primary work location of each of the personnel assigned to the project.

Offerors should provide sufficient information to demonstrate staff is experienced, stable, and available. Offerors should include at a minimum the following information

- A. Work History & Experience
- B. Tenured with your organization
- C. Work Location & ability to work within Mountain Time Zone Hours
- D. Education and certifications held
- E. Number of clients served

## **2.7 REFERENCES**

Provide a client contact list with three (3) references with specific individuals, their contact telephone numbers and email addresses for each service you are proposing. If references offer more than one of the services being requested in this RFP, they will count as one of the three requested references for those other services. For each reference, please also provide a brief description of services provided and dates of service. References should demonstrate the offeror has experience in public sector clients, as well working with clients with similar size and complexity as the City of Colorado Springs.

## **2.8 OFFEROR QUESTIONNAIRE**

Please answer all questions in Appendix A included with this RFP at [www.bidnetdirect.com](http://www.bidnetdirect.com) for the services you are submitting a proposal for. The questionnaire should provide answers on your approach, processes, and experience in administering Flexible Savings Account, Health Reimbursement Accounts, and/or COBRA. Please also identify on the first tab of Appendix A, what services you are submitting a proposal for. Offerors may submit a proposal for as many services as they provide and are not required to provide service to all three to be considered for award of a contract.

## **2.9 PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

## **2.10 EXCEPTIONS**

All Offerors must complete the exceptions form included with Exhibit 1, Solicitation Qualifications Document, and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **2.11 INSURANCE REQUIREMENTS**

All Offerors must complete the minimum insurance requirement form included with Exhibit 1, Solicitation Qualifications Document, and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

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

### **3.1 EVALUATION CRITERIA**

#### **3.1.1 ORGANIZATIONAL BACKGROUND AND DESCRIPTION AS TO YOUR EXPERIENCE AND QUALIFICATIONS TO PERFORM THE STATEMENT OF WORK**

See Section II – Item 2.4

#### **3.1.2 COST PROPOSAL**

See Section II - Item 2.5

#### **3.1.3 PROPOSED PERSONNEL**

See Section II – Item 2.6

#### **3.1.4 REFERENCES**

See Section II – Item 2.7

#### **3.1.5 OFFEROR QUESTIONNAIRE**

See Section II – Item 2.8

#### **3.1.6 PROPOSAL PRESENTATION**

See Section II – Item 2.9

#### **3.1.7 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.10 and 2.11

### **3.2 RANKING**

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

First: Offeror Questionnaire

Second: Cost Proposal

Third: Organizational Background and Description as to your experience and qualifications to perform the statement of work

Fourth: Proposal Presentation

Fifth: Proposed Personnel

Sixth: References

Pass/Fail: Exceptions and Insurance

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

5 – Exceptional

4 – Very Good

3 – Satisfactory

2 – Marginal

1 – Unacceptable

C. Definitions for scoring are as follows and apply to each grouping:

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

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

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

#### D. Area Scoring

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

1. Offeror Questionnaire: 45%
2. Cost Proposal: 30%
3. Organizational Background and Description as to your experience and qualifications to perform the statement of work: 10%
4. Proposal Presentation: 5%
5. Proposed Personnel: 5%
6. References: 5%

#### E. Final/Overall scoring

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

### **3.3 SELECTION COMMITTEE**

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated by grouping and scored by grouping by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews

with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

The City's selection process will be supported by our Benefits Broker.

### **3.4 AWARD OF CONTRACT**

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



## SECTION IV – SPECIAL TERMS AND CONDITIONS

### 4.1 ADA CONSIDERATIONS AND REQUIREMENTS

#### GENERAL

Contractor acknowledges the City is subject to Title II of the Americans with Disabilities Act (“ADA”) and other laws that prohibit public entities from excluding from participation in, denying the benefits of, or discriminating against qualified individuals with disabilities on the basis of disability in the entity’s services, programs, and activities and agrees to comply with the following requirements as applicable to the goods or services that are the subject of this Agreement.

- 1) Videos for public dissemination must be captioned. This non-inclusive list could include training program videos for the public, for web content, or even a museum setting. If the goods or services that are the subject of this Agreement are being purchased by the City to enhance or augment a City program, service, or activity, then the materials must be captioned.
- 2) Digital documents must be properly formatted and accessible. Digital documents intended for public use must meet accessibility guidelines as required by the City’s [Administrative Regulation 2020-02, as it now exists or is amended](#). (examples include: doc, .docx, .xlsx, .pptx, .pdf, .jpg). Exclusions to this requirement can be found on page four (4) of Administrative Regulation 2020-02 and include:
  - a. Blueprints
  - b. Architectural Drawings
  - c. Diagrams displaying information that is also provided in narrative text
  - d. Complex and/or atypical images and diagrams
  - e. Scanned historical publications
  - f. Handwritten correspondence
  - g. Technical drawings
  - h. Site plans, development plans, and maps
  - i. Complex and comprehensive tables and charts

**Note:** Information intended for the public contained in document types excluded under Administrative Regulation 2020-02 must be made available to the City by the Contractor in other accessible formats upon request. The City requests that content be delivered in an accessible format regardless of exclusion if possible.

More information on document accessibility can be found on the City’s [Accessible Digital Documents Reference Page](#)

- 3) Kiosks purchased for public use must adhere to the City’s adopted [Kiosk Accessibility Standards](#)
- 4) A Software Statement of Accessibility from the vendor is required for all purchases of software for programs the public will use.

A certificate of WCAG 2.0 (AA) or higher minimal compliance will be requested and required. In the alternative, the City can accept a certificate of 508 compliance. Typically, these are going to be “plug-in-play” software programs for such things as vendor payments, customer service surveys, and citizen requests. [Learn more about the City’s Procurement of Accessible Information Technology policy.](#)

- 5) The City maintains a list of technical resources for other [ADA related Works](#):
  - a. [ADA/City Standards for Public Right of Way for Sidewalks, Protruding Objects, and Vertical Clearance](#)
  - b. [Pedestrian Accessibility in the Public Way During Construction](#)
  - c. [ADA Restroom Requirements and Considerations](#)
  - d. [ADA Requirements and Considerations: Dining and Work Surface Requirements](#)
  - e. [ADA Requirements and Considerations: Sales and Service Counters](#)

## **DOCUMENTATION OF ACCESSIBILITY**

Within 10 days of the City's written request, the Contractor will provide the City with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility required. Documentation of accessibility as required by the City's Administrative Regulation 2020-02 and the City's Accessible IT Procurement policy is considered to be:

- 1) A current VPAT (2020), which can be found at <http://www.itic.org/policy/accessibility>, or
- 2) A completed copy of the City's Accessibility Checklist, which can be found at [https://coloradosprings.gov/sites/default/files/accessible\\_it\\_procurement\\_002.pdf](https://coloradosprings.gov/sites/default/files/accessible_it_procurement_002.pdf), or
- 3) An independent third-party evaluation from an accessibility consultant.

## **RESOLUTION OF ACCESSIBILITY MATTERS**

The City, in its sole discretion and at its own expense, may choose to obtain an independent assessment of the Contractor's compliance with these requirements but will not be responsible for doing so. If the City so chooses to obtain an independent assessment, then upon the City's notice or request to the Contractor, the Contractor shall:

- 1) Provide a Point of Contact (including name, address, phone number, and email address) specifically to confer with the project manager on accessibility matters.
- 2) Promptly respond to complaints about accessibility made or received by the City related to the Contractor's performance of this Agreement.

## **4.2 TECHNOLOGY RIDER**

Please Review the Technology Rider included in Exhibit 4 of this RFP.

## **4.3 BUSINESS ASSOCIATE AGREEMENT**

Please Review the Business Associate Agreement included in Exhibit 5 of this RFP

## **SECTION V – EXHIBITS**

### **5.0 EXHIBITS**

Exhibit 1	Solicitation Qualifications Document
Exhibit 2	Statement of Work
Exhibit 3	Sample Contract
Exhibit 4	Technology Rider
Exhibit 5	Sample Business Associate Agreement (BAA)
Exhibit 6	Sample Evaluation Scoresheet

## **EXHIBIT 1     SOLICITATION QUALIFICATIONS DOCUMENTS**

Follows this page.



### **SOLICITATION QUALIFICATIONS DOCUMENTS**

Please complete all sections of this document including the Solicitation Certification, Representations and Certifications, Qualification Statement, Exceptions, Minimum Insurance Requirements, and Signature Page.

Please submit all completed documents with your bid/ proposal and sign the Minimum Insurance Requirements and Signature Page.

Solicitation:

Solicitation Number:

Firm Name:

Date:

Address:

Federal Tax ID #:

Tax Classification:

Sole Proprietorship

Partnership

C Corporation

S Corporation

LLC

Nonprofit

DUNS Number:

### **OFFEROR REPRESENTATIVE**

Offeror has appointed the following as the offeror's representative and contact for all questions or clarifications in regard to this offeror.

Name:

Telephone:

E-mail:



## **SOLICITATION CERTIFICATION**

### **PLACE OF BUSINESS**

Company's Principal Place of Business

Does Offeror Have an established office or facility in Colorado Springs?      YES              NO

If Yes, Indicate address below if different from principal place of business.

Year Facility Was Established

Percent of Work to be performed from principal place of business.

Percent of Work to be performed from Colorado Springs Facility

### **INSURANCE**

Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

*Initial Here*

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

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

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

## **FINANCIAL STATEMENTS**

Current Financial Statements are not required for this solicitation.

Current Financial Statements are required for this solicitation. Please include financial statements as a separate document with your proposal.

*Initial Here*

## **COMPLETED PROPOSAL**

Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

*Initial Here*



## **ACKNOWLEDGE ADDENDUM**

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

Addendum #1	<i>Initial Here</i>	Dated:
-------------	---------------------	--------

Addendum #2	<i>Initial Here</i>	Dated:
-------------	---------------------	--------

Addendum #3	<i>Initial Here</i>	Dated:
-------------	---------------------	--------

Additional Addendum, if issued	<i>Initial Here</i>	Dated:
--------------------------------	---------------------	--------





## REPRESENTATIONS AND CERTIFICATIONS

### 1. INSURANCE REQUIREMENTS

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

*Initial Here #1*

### 2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- d) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- e) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- f) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- g) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- h) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

*Initial Here #2*



### **3. COOPERATION WITH OTHER CONTRACTORS**

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

*Initial Here #3*

### **4. INTERNET USE**

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

*Initial Here #4*

### **5. LITIGATION**

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

*Initial Here #5*

### **6. CONTRACTOR'S REGISTRATION INFORMATION**

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

Large Business (i.e. do not qualify as a small business or non-profit)

Nonprofit

Small Business

Minority Owned Business/Small Disadvantaged Business

Woman Owned Business



Veteran Owned Business

Service-Disabled Veteran Owned Business

HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

*Initial Here #6*

## **7. CONTRACTOR PERSONNEL**

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

Name:

Telephone:

E-mail:

*Initial Here #7*

## **8. OFFEROR’S CERTIFICATION**

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City’s standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or



compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

*Initial Here #8*

**9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

- 1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals

Are                      Are Not

Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

Have                      Have Not

Within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and

Are                      Are Not

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in any paragraphs above.

- 2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- 3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the



City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initial Here #9

#### **10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES**

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

*Initial Here #10*

#### **11. CITY CONTRACTOR SAFETY PROGRAM**

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

*Initial Here #11*

#### **12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY**

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

*Initial Here #12*



### **13. FRAUD, WASTE, AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor

P.O. Box 2241

Colorado Springs CO 80901

Or via email [FraudHotline@ColoradoSprings.gov](mailto:FraudHotline@ColoradoSprings.gov). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

*Initial Here #13*



## **QUALIFICATION STATEMENT**

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this solicitation. Please complete this form in its entirety. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

### **1. TYPE OF LICENSE(S) HELD**

### **2. TYPE OF SERVICE TO BE PROVIDED FOR THIS SOLICITATION**

### **3. NUMBER OF YEARS IN BUSINESS**

### **4. FIRM HISTORY & STAFF QUALIFICATIONS**

In your proposal provide a brief history of your firm, staff size, and experience. Submit a resume for the project manager and each key personnel assigned to this project.

### **5. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER**

My Firm has not operated under any other names

### **6. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?**

Yes                      No

If Yes, Please Explain



**7. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?**

Yes                      No

If Yes, Please Explain

**8. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION?**

Yes                      No

If Yes, Please Explain

**9. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY?**

Yes                      No

If Yes, Please Explain Type, Kind, Plaintiff, Defendant, etc. and state the current status:

**10. BANK REFERENCE**

Bank Name:

Address:

Contact:

Phone #:

E-mail:





## **11. SIMILAR PROJECTS**

List Three similar projects (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information.

NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and  
Identify where in the proposal it is located.

### **1. Company:**

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful  
carrying out the scope of work of the contract.

### **2. Company:**

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.



## **12. SIMILAR PROJECTS CURRENTLY UNDER CONTRACT**

list three projects currently under contract and in progress (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and  
Identify where in the proposal it is located.

### **1. Company:**

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

### **2. Company:**

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.



### **13. ADDITIONAL QUALIFICATION REQUIREMENTS**

There are no additional qualification requirements for this solicitation.

There are additional qualification requirements as follows:



## EXCEPTIONS

Please Indicate below if there are any 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 an additional document attached to this exhibit and returned with your proposal.

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

Please indicate below:

My Firm has no exceptions.

My Firm does have exceptions. (Attach Exceptions to this exhibit)



### **MINIMUM INSURANCE REQUIREMENTS**

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

1. Commercial General Liability for limits not less than \$1,000,000 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.
2. Workers' Compensation and Employers Liability as required by statute. Workers' Compensation and Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
3. Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

Except for workers' compensation and employer's liability insurance and Professional Liability, 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, non-renewal, or material changes to policies required under the contract.

Name of Company

Signature

Date



## **SIGNATURE PAGE**

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any 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.

The undersigned additionally declares that it has carefully examined the Bid/Proposal information and the complete Solicitation prior to submitting a Bid / Proposal. The Offeror's signature will be considered the Offeror's acknowledgement of understanding and ability to comply with all items in the solicitation.

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

Signature

Name (Printed)

Company Name

Title

Date



## **EXHIBIT 2 – STATEMENT OF WORK**

### **PROGRAMS BEING MARKETED**

City of Colorado Springs has chosen to solicit proposals for the following services:

- COBRA Administration
- Flexible Spending Account (FSA) Administration
- Health Reimbursement Account (HRA) Administration

### **BACKGROUND**

The City of Colorado Springs is a public entity servicing the needs of the citizens of Colorado Springs and desires to provide a variety of high quality yet affordable benefit programs for employees, dependents and retirees. The City employs over 2,850 benefit eligible employees. There are approximately 2,500 employees, retirees and COBRA beneficiaries enrolled on the medical plan.

The City currently offers an HRA, a health care FSA, and a dependent care FSA administered by Navia Benefit Solutions with the following highlights:

Employees enrolled in the Advantage Medical Plan (currently about 1,250 employees) are eligible for employer HRA contributions of up to \$500 per year for those enrolled in employee-only coverage and \$1,000 per year for all other enrollment tiers. Employees have a maximum balance of \$8,000, and may roll over up to \$8,000 per year.

Employees may elect to defer up to \$3,400 per year into a health care FSA (with an annual rollover of up to \$660) and up to \$7,500 into a dependent care FSA.

The City's medical third-party administrator, Ameriben, currently provides COBRA administration.

### **OTHER PROGRAMS**

The City of Colorado Springs offers two self-funded medical plan options to employees, retirees and their dependents. There are approximately 2,500 employees, retirees and COBRA beneficiaries enrolled on the medical plan. The City currently utilizes Ameriben as the medical third-party administrator (TPA) and VytlOne as the pharmacy benefit manager (PBM).

The City has an employer-sponsored on-site clinic with care provided by Nurse Practitioners through the University of Colorado, Colorado Springs that provides primary and acute care, health management, and wellness services for employees, retirees and dependents on the health plan of the City of Colorado Springs.

Separately, the City provides a full service in-house pharmacy. In addition to dispensing a wide variety of prescription and over-the-counter medications and supplies, the in-house pharmacist runs two on-site disease management programs for plan members with diabetes and/or cardiovascular disease.

Access to both the on-site clinic and in-house pharmacy is also available to select retirees, and employees and dependents on Colorado Springs Utilities health plans.

The City also offers a robust wellness program, called Reach Your Peak (RYP). HealthYou is the current wellness vendor, providing incentive tracking and website programs. To receive an incentive from the City, certain risk factors and activities must be addressed/completed.

The City continually strives for greater coordination and collaboration between our vendor partners.

Medical TPA services, PBM services, Wellness administration services, and EAP services are being marketed separately with effective dates of January 1, 2027 and are presently underway.

## **SCOPE OF SERVICES**

The City is looking to implement a one-year contract, with up to four (4) option years for a total of five years.

Vendors responding to this RFP must clearly outline whether they are responding to the HRA and FSA administration portion of this RFP, the COBRA administration portion, or both. Vendors must also demonstrate the ability to provide services equal to or exceeding the current model described herein.

### **Technology- Applicable to HRA, FSA, and COBRA Administration**

The selected vendor must adhere to the following:

- **Vendor Implementation (PeopleSoft Dependency):** Any work involving PeopleSoft must be completed in coordination with the City's authorized PeopleSoft vendor, including all related timelines and dependencies.
- **Cloud-First Requirement:** Solutions must be deployed in a government-compliant cloud environment (e.g., FedRAMP, StateRAMP, or equivalent). On-premises solutions require prior approval.
- **Secure Integration Standards (API-Only):** All integrations must use secure, standards-based APIs. File-based methods (e.g., SFTP) are not acceptable. Vendors must demonstrate strong API capabilities, including authentication, encryption, and monitoring.
- **Identity Management and Access Control:** Solutions must integrate with the City's Identity Provider (IdP) and support SSO and MFA in alignment with City security policies.

### **Applicable to HRA, FSA, and COBRA Administration:**

#### **HRA/FSA Program Strategy & Plan Design Support**

- Provide consultative support on plan design
- Advise on contribution strategies, eligibility rules, and plan structure
- Support alignment with overall benefits strategy
- Provide benchmarking against public sector and peer employers
- Assist with plan document development and updates

#### **HRA/FSA Plan Setup & Implementation**

- Configure all plan parameters within the administrative platform:

- Eligibility rules
- Contribution limits
- Rollover or carryover provisions
- Run-out and grace periods
- Develop and manage implementation timeline
- Coordinate with employer systems:
  - Payroll
  - HRIS
  - Benefits administration platforms
- Conduct file testing and validation (eligibility, payroll, claims)
- Provide training for HR and benefits staff
- Support open enrollment setup and readiness

### **Enrollment & Contribution Management (FSA)**

- Support open enrollment and mid-year election changes
- Manage participant elections and contribution tracking
- Validate qualifying life event changes
- Integrate with payroll systems for accurate deductions
- Monitor IRS annual limits and enforce contribution caps

### **FSA Account Administration & Claims Processing**

- Process and adjudicate claims in accordance with IRS Section 125 rules
- Substantiate expenses and manage receipt validation
- Administer debit card program, including:
  - Auto-substantiation capabilities
  - Merchant category code controls
- Manage run-out periods and claims deadlines

### **HRA Account Administration & Claims Processing**

- Maintain individual participant account balances
- Process and adjudicate claims based on plan design
- Substantiate expenses in compliance with IRS guidelines
- In addition to the existing population, the selected vendor will administer approximately nineteen (19) additional retiree accounts whose HRA accounts are currently coordinated through Via Benefits. The administrator must demonstrate the ability to effectively coordinate and integrate HRA reimbursement services with retirees and provide a seamless participant experience.
- Support reimbursement methods:
  - Direct deposit
  - Check
  - Card-based (if applicable)

### **FSA Funds Management & Compliance**

- Track contributions, claims, and available balances
- Manage forfeitures in accordance with plan rules
- Administer carryover provisions
- Provide reporting on unused balances and employer recapture

### **HRA Funds Management & Compliance**

- Track employer-funded balances and claims utilization
- Manage rollover provisions and account expirations
- Ensure compliance with IRS Section 105 requirements
- Support integration with medical plan

### **Participant Experience & Digital Platform**

- Provide a secure, user-friendly participant portal that includes:
  - Real-time account balance visibility
  - Claims submission and status tracking
  - Document upload capabilities
- Offer mobile-friendly access and/or mobile application
- Provide debit card access (where applicable)
- Support multiple claims submission methods:
  - Mobile app
  - Web portal
  - Mail/fax (if needed)
- Ensure accessibility standards (ADA compliance)

### **Customer Service & Participant Support**

- Provide participant support via:
  - Phone
  - Email
  - Online tools
- Maintain defined service levels:
  - Average speed to answer
  - First-call resolution
- Assist participants with:
  - Claims questions
  - Reimbursement status
  - Eligibility and account issues
- Provide multilingual support capabilities

### **Reporting & Analytics**

- Provide standard reporting package, including:
  - Enrollment and participation
  - Contribution and utilization metrics
  - Claims activity and reimbursement trends
- Provide employer-level and plan-level reporting
- Offer custom reporting upon request
- Support data feeds to employer or consultant analytics platforms
- Provide insights and recommendations based on utilization patterns

### **Compliance & Regulatory Support**

- Ensure compliance with:
  - IRS Sections 105 and 125
  - HIPAA privacy and security requirements
- Support nondiscrimination testing (FSA)
- Provide plan documentation support:
  - Plan documents

- Summary Plan Descriptions (SPDs)
- Maintain audit-ready records
- Notify employer of regulatory changes and required updates

### **Account Management & Governance**

- Assign a dedicated account management team
- Conduct regular service review meetings
- Provide proactive recommendations for program optimization
- Support open enrollment planning and execution
- Coordinate with other benefits vendors as needed

### **Integration & Data Management**

- Integrate with employer systems and vendors:
  - Payroll
  - Medical carrier (for HRA coordination, if applicable)
  - Benefits administration platforms
- Support secure data exchange and file feeds
- Maintain high standards for data accuracy and integrity
- Provide reconciliation support between systems

### **Implementation & Transition Support**

- Provide implementation and transition support from incumbent vendor
- Migrate historical data and validate accuracy
- Conduct parallel testing and system validation
- Ensure continuity of participant account balances and claims history
- Provide go-live and post-implementation support

### **Applicable to HRA, FSA, and COBRA Administration:**

#### **Eligibility Tracking & Qualifying Event Management**

- Track employee eligibility and coverage status across all applicable benefit plans
- Identify and process COBRA qualifying events, including:
  - Termination of employment (voluntary and involuntary)
  - Reduction in hours
  - Divorce or legal separation
  - Dependent aging out
  - Death of covered employee
- Accept eligibility and event data via automated file feeds and/or manual entry
- Validate completeness and accuracy of qualifying event data
- Ensure timely processing in accordance with regulatory timelines

#### **COBRA Notification & Communication Management**

- Generate and distribute all required COBRA notices, including:
  - Initial/general rights notices
  - Qualifying event/election notices
  - Unavailability notices (as applicable)
  - Termination of coverage notices
- Ensure notices are compliant with federal and state requirements
- Provide mailing services (first-class and tracked delivery options)

- Maintain documentation and proof of notice delivery
- Offer electronic delivery options where permitted

### **Participant Election Management**

- Administer COBRA election process and timelines
- Provide participants with multiple election methods:
  - Online portal
  - Paper forms
- Track election status and deadlines
- Confirm elections and communicate next steps to participants
- Support dependent-level elections and partial elections (if applicable)

### **Billing, Premium Collection & Payment Processing**

- Generate and distribute COBRA billing statements
- Calculate premiums accurately, including:
  - Employer-defined rates
  - Applicable administrative fees (up to allowable limits)
- Collect and process participant payments:
  - Check
  - ACH
  - Online payments
- Manage grace periods and delinquency processes
- Terminate coverage for non-payment in accordance with regulations
- Provide participant payment confirmations and history

### **Carrier Coordination & Eligibility Reconciliation**

- Communicate enrollment and termination updates to carriers
- Maintain accurate eligibility files across all benefit plans
- Reconcile discrepancies between COBRA records and carrier systems
- Support reinstatements when required (e.g., retroactive elections)
- Coordinate across multiple carriers (medical, dental, vision, etc.)

### **Compliance & Regulatory Administration**

- Ensure full compliance with Federal COBRA regulations
- Maintain audit-ready records of:
  - Notices
  - Elections
  - Payments
- Monitor and communicate regulatory updates impacting COBRA administration
- Provide documentation and support in the event of audits, disputes, or legal inquiries

### **Participant Experience & Customer Support**

- Provide participant support via:
  - Toll-free phone
  - Email
  - Online portal
- Assist with:
  - Election questions

- Billing and payment issues
- Coverage status inquiries
- Maintain defined service level standards:
  - Response times
  - Call center performance metrics
- Provide multilingual support capabilities

### **Employer Support & Administration**

- Provide employer portal for:
  - Viewing participant status
  - Reporting and data access
- Support HR team with:
  - Qualifying event submission
  - Exception handling
  - Escalation support
- Provide guidance on COBRA-related questions and edge cases
- Support coordination with payroll and HRIS systems

### **Reporting & Analytics**

- Provide standard reporting package, including:
  - Number of qualified beneficiaries
  - Election rates
  - Payment status and delinquency
  - Duration of COBRA coverage
- Provide financial reporting on premiums billed and collected
- Offer custom reporting upon request
- Support data feeds to employer or consultant analytics tools

### **Technology & Digital Platform**

- Provide secure, user-friendly participant portal for:
  - Elections
  - Billing and payments
  - Coverage details
- Offer mobile-friendly access
- Provide employer-facing administrative portal
- Support system integrations:
  - HRIS
  - Payroll
  - Benefits administration platforms
- Ensure high system uptime and data security standards

### **Implementation & Transition Support**

- Provide detailed implementation plan and timeline
- Support transition from incumbent vendor, including:
  - Data migration
  - Historical record transfer
- Conduct system testing and validation
- Provide training for HR and administrative staff
- Offer go-live and post-implementation support

**Account Management & Governance**

- Assign a dedicated account management team
- Conduct regular service review meetings
- Provide proactive recommendations for process improvement
- Support open enrollment coordination (as applicable)
- Assist with complex cases and escalations



## EXHIBIT 3 SAMPLE CONTRACT

### SERVICES CONTRACT

Contract Number:	SAMPLE ONLY	Project Name/Title	SAMPLE CONTRACT ONLY
Vendor/Contractor	SAMPLE CONTRACT ONLY		
Contact Name:		Telephone:	
Email Address:			
Address:			
City Contracting Specialist		City Dept Rep	
NOT TO EXCEED Contract Amount:		City Account #	
Contract Type:		Period of Performance	

#### 1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and \_\_\_\_\_ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

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

The Contractor did on the \_\_\_\_ day of \_\_\_\_\_, 2026 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal
4. Appendix C – Statement of Work
5. Appendix D – Technology Rider
6. Appendix E – Business Associate Agreement
7. Appendix F – Insurance Requirements

#### 2. COMPENSATION/CONSIDERATION

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform XXXX services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

### 3. TERM OF CONTRACT

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

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
Base Year:		
Option Year One:		
Option Year Two:		
Option Year Three:		
Option Year Four:		

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

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

### 4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix F, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix F. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

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

## **5. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **6. WORK OVERSIGHT**

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

## **7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS**

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly

that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

## **8. KEY PERSONNEL**

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

## **9. START AND CONTINUANCE OF WORK**

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

## **10. APPROPRIATION OF FUNDS**

This Contract 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 Contract, 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 Contract 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 Contract, 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 Contract.

## **11. CHANGES**

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion

date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Department Manager: up to \$149,999.99

The City of Colorado Springs Deputy Chief of Staff: \$150,000.00 to \$499,999.99

The City of Colorado Springs Chief of Staff: \$500,000.00 to \$1,999,999.99

The Mayor of Colorado Springs: Unlimited

## **12. ASSIGNMENT**

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

## **13. CHOICE OF LAW**

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

## **14. WORKERS' COMPENSATION INSURANCE**

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation

Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

## **15. INDEMNIFICATION**

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

## **16. INDEPENDENT CONTRACTOR**

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

## **17. APPLICABLE LAW AND LICENSES**

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

## **18. PRIOR AGREEMENTS**

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

## **19. INTELLECTUAL PROPERTY**

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

## **20. WAIVERS**

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

## **21. THIRD PARTIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the

Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

## **22. TERMINATION**

### **A. Termination for Convenience.**

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

### **B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:**

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.
- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.



- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **23. BOOKS OF ACCOUNT AND AUDITING**

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

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

## **24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor certifies that Contractor has complied with the United States Immigration Reform 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.

## **25. LABOR**

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

## **26. GRATUITIES**

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services 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 anything 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 project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **27. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

## **28. TECHNOLOGY ACCESSIBILITY**

Contractor hereby certifies and guarantees that the products and services, including but not limited to any software-as-a-service or online platform, being purchased by City are compliant with: (i) the accessibility standards established by the chief information officer of the State of Colorado in accord with Section 24-85-103, C.R.S., as may be amended, including Web Content Accessibility Guidelines ("WCAG") 2.1 "Level A" and "Level AA," or other applicable accessibility standards required by the State of Colorado pertaining to those with disabilities, and (ii) any federally adopted law or regulation pertaining to technology accessibility for those with disabilities, including but not limited to the final rule published by the Department of Justice in the Federal Register on April 24, 2024, updating regulations for Title II of the Americans with Disabilities Act (ADA), "Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities," 28 CFR Part 35, [CRT Docket No. 144; AG Order No. 5919-2024], RIN 1190-AA79, as such laws may be amended (together the "Accessibility Laws"). Contractor shall provide the City with a completed Voluntary Product Accessibility Template ("VPAT"), WCAG Edition, attached hereto as Exhibit \_\_ and incorporated herein, that demonstrates compliance with applicable WCAG standards and the Accessibility Laws. Contractor shall immediately, or within the timeframe designated by City, resolve and remediate all accessibility issues discovered in Contractor's products and services. All of Contractor's ongoing maintenance, updates, upgrades, fixes, and other changes to the products or services shall conform to these requirements and comply with the Accessibility Laws. During all periods where Contractor's products and services do not conform to the Accessibility Laws or otherwise have accessibility issues, Contractor shall provide all reasonable accommodations for users of the products and services as directed by the City and at no additional charge.

Failure to comply with the Accessibility Laws and accessibility standards or to provide the necessary documentation may result in the City, in its sole discretion, terminating the Agreement, Statement of Work, Order Form, or other agreement for material breach, without Contractor recourse. In the event of such termination by City, Contractor shall refund all amounts paid to Contractor under the Agreement or other terminated document. Contractor shall indemnify, defend, and hold harmless City and its representatives for any failure, or allegation of failure, of the products or services to conform with the applicable accessibility standards and Accessibility

Laws, including but not limited to any civil claim or suit filed by a person with a disability pursuant to Section 24-34-802, C.R.S., as may be amended.

## **29. ORDER OF PRECEDENCE**

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

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

## **30. HEADINGS**

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

## **31. DISPUTES**

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
  - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
  - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
  - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
  - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
  - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
  - vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of

action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

### **32. DELIVERY**

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in 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.

### **33. PAYMENTS**

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

### **34. 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 will 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.

### 35. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

### 36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

### 37. EMPLOYMENT OF LABOR

The Contractor shall comply with and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

### 38. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax-exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, the appropriate ST forms as designated by the City Sales Tax Office. These forms shall list all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [SalesTax@coloradosprings.gov](mailto:SalesTax@coloradosprings.gov).

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

### **39. SEVERABILITY**

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

### **40. LIABILITY OF CITY EMPLOYEES**

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

### **41. USE OF CITY NAME OR LOGO**

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

### **42. TRAVEL**

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contract should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

### **43. ELECTRONIC SIGNATURES**

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of

electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

#### **44. APPENDICES**

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal
3. Appendix C – Statement of Work
4. Appendix D – Technology Rider
5. Appendix E – Business Associate Agreement
6. Appendix F – Insurance Requirements



## CONTRACT SIGNATURE PAGE

**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.

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>
<b>SAMPLE CONTRACT ONLY – DO NOT SIGN</b>

<b>SECOND PARTY:</b>
<b>SAMPLE CONTRACT ONLY – DO NOT SIGN</b>
Corporate Name
Signature _____ Date _____
Title _____

## **EXHIBIT 4 – TECHNOLOGY RIDER**

Follows this page.

# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

### Introduction

The IT Technology Rider was created to ensure good and proper cyber hygiene is implemented and practiced on technology that is installed on vendor technology systems, services used by the City to execute City operations, or within the City's on-premises (on-prem) network. Vendor cloud-based technology systems and services are most often consumed as Software-as-a-Service (SaaS), Platform-as-a-Service (PaaS), or Infrastructure-as-a-Service (IaaS). By ensuring good and proper cyber hygiene, due diligence is applied to vendor engagements to prevent and/or minimize the likelihood of cyber incidents negatively impacting public safety and municipal operations through loss of availability or capability, unauthorized use, destruction, or modification of technology or data.

### Binding Intentions of this Technology Rider

This rider applies directly to the actual Service Provider (operator or original equipment operator (OEM)) and the vendor (together, jointly and severally, the "Vendor") of the service being consumed by the City. If the service is purchased through a value-added reseller (VAR), the VAR hereby certifies and guarantees it will obtain signature of this Technology Rider by the Service Provider and return proof of said signature approval with the VAR's final signed contract.

### Scope

This IT Technology Rider is applicable to all City contracts and other vendor engagements where vendors provide one or more of the following:

- Storage and/or transmission of City sensitive and/or restricted data; to include but not limited to biometric, specific geographic location data, immigration status.
- Storage and/or transmission of City data that is the source of record with any City data classification level;
- Computation and analytic capabilities required as part of the delivery of a City service or capability;
- Technology installed directly onto the City on-prem network or cloud-based network infrastructure, Infrastructure as a Service (IaaS), and/or Platform as a Service (PaaS);
- Application integrations that allow data sharing between a City technology asset and a third-party technology asset;
- The technology or Service directly underpins a business process with a Business Impact Analysis (BIA) tier classification of 0-2;
- Primary and secondary internet service provider (ISP) contracts;
- Managed service provider (MSP) or Managed security service provider (MSSP) contracts, to include any vendor engagement requiring access to any type of City asset in order to perform any support, design, or maintenance activities;
- When Artificial Intelligence (AI) or Machine Learning (ML) are included in a technology or service and the output will require business action, will drive business spending, or is automated to a business process; or
- If City Data will be ingested or consumed by an AI/ML platform and may be shared with third parties or leveraged in the learning data set.

After departmental request and approval from City IT, the following do not require the IT Technology Rider:

- Hardware only purchases with no third-party software installed;
- Subscriptions to web-based research and analysis services that do not include any of the above configurations;
- Software technology purchased and installed on City network infrastructure by City IT personnel;
- Some transport/circuit only contracts;
- Vendor training engagements/workshops where vendor does not have access to City sensitive and/or restricted data on their corporate systems;

# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

- If the only scope element that requires this technology rider is the sole source of data and the business element procuring/using this service determines it does not pose any impact to necessary services, without the possibility of loss or discontinuation of service; or
- If City IT Cyber staff can articulate an appropriate reason and the business unit procuring or consuming the service agree this rider may be excepted.

### Minimum Requirements

The following minimum requirements will be applied to Vendor's staff, technology, information systems, services, and applications. At any time during the term of service, the IT Department may request a written attestation from the Vendor for any of the following minimum requirements. The Vendor shall provide the written attestation within fifteen (15) business days of City's request. Minimum requirements will be noted and applied when providing direct support to City on-premises or cloud-based information systems (IaaS/PaaS)).

### City and Vendor Governance

- 1) **Vendor Governance:** During the term of service, the Vendor shall operate an information security program designed to meet the confidentiality, integrity, and availability (CIA) requirements of the service or product being supplied. Vendor shall ensure all of its partners and sub-contractors meet or exceed the same requirements.
  - a) **Information Security Policy:** Vendor shall develop, implement, and maintain an information security policy and shall communicate the policy to all of Vendor's employees, agents, representatives, and contractors.
  - b) **Information Security Accountability:** Vendor shall appoint and identify to the City an employee who shall be accountable for Vendor's information security program. Minimum contact information shall include said employee's name, primary phone number, and email address. The City shall be updated regarding changes in this point of contact within thirty (30) days of a change.
  - c) **Risk Management:** Vendor shall employ a formal risk assessment process to identify security risks that may impact the products or services being supplied and to mitigate risks in a timely manner commensurate with the risk.
- 2) **City Governance:** (NOTE: Only applies when providing direct support to City on-premises or cloud-based information systems (IaaS/PaaS))
  - a) Vendor shall comply with applicable City technology policies and governance, such as, but not limited to, the City's Acceptable Use Policy, Privileged Account Acceptable Use Policy, Password Policy, Colorado Privacy Law (C.R.S. § 6-1-713 *et seq.*), Purchase Card Industry Data Security Standards (PCI DSS), and the Criminal Justice Information System Security Policy (CJIS) (external) during the life cycle of the service.

### Asset Management

- 3) **Asset Inventory:** Vendor shall maintain an inventory of all Vendor hardware and software assets used to provide service to the City.
- 4) **Data Classification:** Vendor shall develop, implement, and maintain a data classification scheme and process designed to ensure that Vendor data used to provide service to the City is protected according to its confidentiality requirements.

### Supply Chain Risk Management

- 5) **Supplier Security Assessments:** Vendor shall engage in appropriate due diligence assessments of potential suppliers that may impact the security of the services or products being supplied to the City.

# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

- 6) **Security in Supplier Agreements:** Vendor shall ensure that agreements with suppliers who may impact the security of the services or products being supplied to the City contain appropriate security requirements.

### Human Resource Security

- 7) **Information Security Awareness:** Vendor shall develop and implement an information security awareness program designed to ensure that all Vendor employees and contractors receive security education as relevant to their job function.
- 8) **Background Checks:** Vendor shall conduct an appropriate background review on all new employees, based on the sensitivity of the role that they are being hired for within the Vendor's organization.
- 9) **Vendor shall disclose any off shoring of staff, talent or capability that would have direct access to infrastructure or data relevant to services being provided.**
- 10) Vendor shall have an insider threat program to monitor remote staff or contracted support to services being provided.

### Vendor Identity Management, Authentication, and Access Control

- 11) **Authentication:** Vendor shall ensure that all access by Vendor's employees, agents, representatives, and contractors to City or Vendor systems used to provide services or supply products, require appropriate authentication controls that, at a minimum, include:
- a) Strong passwords/passphrases, or multi-factor authentication for users; and
  - b) Multi-factor authentication for all remote access.
- 12) **Authorization:** Vendor shall ensure that all access to the Vendor's information systems, used to provide services or supply products to the City, is authorized by a Vendor approved identity and access management process.
- 13) **Privileged Account Management:** Vendor shall appropriately manage and control privileged accounts on the Vendor's information systems that, at a minimum, includes:
- a) Use of dedicated accounts for privileged activity; and
  - b) Maintaining an inventory of privileged accounts.
- 14) **Access Termination:** Vendor shall develop and maintain a process designed to ensure that user access to the Vendor's information system, and/or network is revoked upon termination of employment or revoked upon termination or expiration of a contractor's contract, as applicable.

### City Network Access and Vendor Remote Access System

- 15) **City Network Access Request:** (NOTE: Only applies when providing direct support to City on-premises or cloud-based information systems (IaaS/PaaS))
- a) Staff augmentation services (where one or more of Vendor's employees is augmenting City IT staff): Each Vendor employee must (i) complete City Cybersecurity Awareness Training; (ii) read, sign, and comply with City Acceptable Use Policy; and (iii) if required, complete the City Privileged Account Acceptable Use Policy/Vendor Access Policy.
  - b) Managed Services (where a full service is provided by Vendor): Vendor shall identify a company officer or program manager that can read and sign the Acceptable Use Policy and, if required, the City Privileged Account Acceptable Use Policy/Vendor Access Policy, and ensure all Vendor employees comply with same.
  - c) Access Termination: The City reserves the right to limit or terminate any City network account at any time, in its sole discretion, to protect City information systems and data.

# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

**16) Vendor Remote Access System:** Vendor shall ensure that all access, by employees or contractors, to the Vendor's information systems, used to provide services or supply products to the City, require appropriate authentication controls, that, at a minimum, include:

- a) Strong passwords/**passphrases** or multi-factor authentication for users;
- b) Multi-factor authentication for all remote access; and
- c) Maintaining an inventory of privileged accounts.

### Data Custodian, Access, Ownership, and Security

**17) Data Access:** Vendor will provide access to receive and store raw data via City approved interfaces during the subscription or license period.

- a) Data should include both structured and unstructured data.
- b) These interfaces are typically Application Programming Interface (API) (i.e., REST), direct database access, or delimited files per Secure File Transfer Protocol (SFTP) transfer. Other mechanisms may be accepted at the written discretion of the City.
- c) Access to data shall not be throttled or disabled without prior written approval and agreement from the City.
- d) Data should always (24x7x365) be available at download speeds acceptable to the City.

**18) Data Ownership:** Data generated by the City (i.e. data entry), as well as unique data derived from City data, is owned solely by the City at all times. As such, Vendor shall not mine or share data, aggregated, itemized, or otherwise, with third party entities, without the prior written consent of City.

**19) Encryption:** Vendor shall ensure all Vendor laptops, mobile devices, and removable media owned by Vendor and Vendor's employees, agents, representatives, and contractors that are used to store, process, or transport City identified restricted or sensitive organizational data are encrypted at all times. Encryption shall meet or exceed current industry standards and best practices.

**20) Secure Disposal:** Vendor shall ensure all Vendor media and technology that is used to store, process, or transport City data is disposed of in compliance with industry recognized disposal methods approved by City.

### System Acquisition, Development, and Maintenance

**21) Security Requirements:** Vendor shall ensure that information security requirements are defined for all new Vendor information systems, whether acquired or developed.

**22) Separation of Environments:** Vendor shall ensure that Vendor development and testing environments are separate from its production environments.

**23) Data Anonymization:** Vendor shall not use City data in the development or testing of new systems unless the data is appropriately anonymized and prior written approval from the City is obtained.

**24) Secure Coding:** Vendor shall ensure that all Vendor applications are developed with secure coding best practices, such as the OWASP Top 10 Most Critical Web Application Security Risks and the Mobile Application Security Verification Standard.

### Physical and Environmental Security

**25) Risk Assessment:** Vendor shall use a formal risk assessment methodology to identify physical and environmental threats to Vendor and implement controls to minimize the risks.

# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

### Information Protection Processes and Procedure

- 26) Hardening:** Vendor shall develop and implement security configuration baselines for all Vendor endpoint and network device types.
- 27) Network Segregation:** Vendor shall segregate the Vendor network into zones based on trust levels and control the flow of traffic between said zones.
- 28) Anti-Malware:** Vendor shall ensure that all Vendor information systems that are susceptible to malware are protected by up-to-date anti-malware software.
- 29) Wireless Access Control:** Vendor shall ensure that the Vendor's wireless network access is protected, including, at a minimum:
  - a) All wireless network access should be encrypted;
  - b) All wireless network access to the production network should be authenticated using multi-factor authentication, such as machine certificates; and
  - c) Wireless network access for personal devices and guest access should be segregated from the production network.
- 30) Patching:** Vendor shall evaluate, test, and apply patches to Vendor information systems in a timely fashion, according to their risk.
- 31) Disaster Recovery:** Vendor shall create, maintain, and exercise tools, techniques, and procedures to enable the recovery and/or continuation of service in the event of an unexpected disaster (environmental, man-made, cyber-attack, or other). This includes, but is not limited to, a backup and recovery process designed to ensure that the Vendor's data and City's data can be promptly recovered within documented recovery point objectives (RPO) in the event of an unexpected loss.

### Protective Technology

- 32) Logging:** Vendor shall ensure that security event logging requirements have been defined and that all of Vendor's information systems are configured to meet logging requirements.
- 33) Intrusion Detection:** Vendor shall deploy intrusion detection or prevention systems at the Vendor's network perimeter.
- 34) Denial of Service Protection:** Vendor shall deploy a control to detect and mitigate denial of service attacks against Vendor networks and information systems used to provide services to the City.

### Security Continuous Monitoring

- 35) Security Monitoring:** Vendor shall deploy automated tools to collect, correlate, and analyze security event logs from multiple sources, and monitor them for suspected security incidents on Vendor networks and information systems used to provide services to the City.
- 36) Vulnerability Assessments:** Vendor shall conduct vulnerability assessments against all Vendor internet-facing information systems on a regular basis.
- 37) Penetration Testing:** Vendor shall perform penetration tests on all vendor web applications and services used to provide services to the City, in accordance with standard penetration testing methodologies, on a regular basis, no less often than annually.

### Artificial Intelligence (AI) or Machine Learning (ML)

# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

- 38) **Security Features:** Vendor shall ensure security controls are enabled to prevent City data leakage to AI or ML systems. The Vendor shall also ensure prevention measures are in place to minimize impacts from adversarial machine learning.
- 39) **Vendor shall have a means to monitor any Agentic AI workloads or processes for potential misuse or data leakage**
- 40) Vendor shall ensure that there are proper technical and human security controls in place that prevent AI/ML misuse.
- 41) **Management of AI/ML platform:** Vendor staff must undergo annual training to protect the AI/ML platform. The Vendor must establish and maintain procedures to enhance the quality of AI/ML platform outputs, including appropriate human oversight to minimize errors and bias.
- 42) The Vendor shall adhere to a framework, such as ISO/IEC 42001:2023 or NIST AI Risk Management Framework (RMF), to ensure trustworthiness is integrated into the design, development, deployment, management, and utilization of AI systems.
- 43) A qualified human has reviewed any code written using AI in support of services provided.

### Cyber Insurance

- 44) A Technical Errors & Omissions policy is required. For details on policy requirements see Section 4 of the City contract.

### Information Security Incident Management

- 45) A Cybersecurity Incident is defined as: An event that, without lawful authority, jeopardizes, disrupts, or otherwise impacts, or is reasonably likely to jeopardize, disrupt, or otherwise impact, the integrity, confidentiality, or availability of computers, information, or communications systems or networks, physical or virtual infrastructure controlled by computers or information systems, or information residing on the system.
- 46) **Incident Response:** Vendor shall develop, implement, and maintain an information security incident response process and will test the process on a regular basis, no less often than annually.
- 47) **Data Breaches:** Vendor shall provide written notice to the City of any unauthorized access, acquisition, or disclosure of City data or information systems. Additionally, the Vendor shall provide written notice to the City of any unauthorized access or acquisition of Vendor information systems that could negatively impact CIA of City data or operations.
- 48) Vendor acknowledges and understands that it will have access to City's confidential information ("Confidential Information") under this Contract, including, but not limited to, personally identifiable information (PII), employee health information, financial information, and other sensitive and restricted information. Vendor agrees, warrants, and guarantees that it will protect all Confidential Information and shall not disclose the Confidential Information to any party other than City. All Confidential Information shall be kept strictly confidential by Vendor. Vendor shall not directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any third-party entity or person, except with the prior written consent of City. Vendor, its employees, agents, and contractors shall not access or use any Confidential Information, and shall not copy or remove any documents, records, files, media, or other resources containing any Confidential Information, in a manner inconsistent with this Contract. Nothing in this Contract shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency. Vendor understands and acknowledges that its obligations under this Contract with regards to any Confidential Information shall commence immediately upon Vendor first having access to such Confidential Information and shall continue until such time as such Confidential Information has become public knowledge.



# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

- 49) All City owned data and Confidential Information shall be secured by Vendor in a manner at least as stringent as that used by City. All City owned data and Confidential information shall be maintained and secured by Vendor in accordance with all federal, state, and local laws, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Criminal Justice Information Services (CJIS) regulations. Upon termination or expiration of this Contract, at City's option,
- 50) Vendor shall protect all City Confidential Information from unauthorized access, use, modification, disclosure, or destruction. In accordance with C.R.S. § 24-73-102 and C.R.S. § 6-1-713.5, Vendor shall implement and maintain reasonable security procedures and practices that are: (a) appropriate to the nature of the personal identifying information disclosed to Vendor; and (b) reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction. Vendor shall have primary responsibility for implementing and maintaining said security procedures and practices. Vendor shall be solely liable for any security breach and will comply with all provisions of C.R.S. § 6-1-716 and C.R.S. § 24-73-103 and provide all required notices.

### 51) Cybersecurity Incident and Data Breach Reporting:

- a) The Vendor shall provide notice, in accordance with Subsection (b) of this section, to the City within eighteen (48) hours of becoming aware of any security breach that has or may negatively impact City data and/or information systems in order to allow the City to meet required Federal and State reporting requirements.
- b) Reporting delivery shall be made verbally and in writing to the City's Chief Information Security Officer (CISO). The following reporting methods must both be executed:
  - i) Encrypted electronic mail with a Subject line of "COCS Breach Notification" sent to: [ITCyberSecurity@ColoradoSprings.gov](mailto:ITCyberSecurity@ColoradoSprings.gov); and
  - ii) Voice call to the IT Service Desk: 719-385-5831.
- c) In the initial report, the following minimum data shall be provided:
  - i) Details that caused the incident/breach;
  - ii) Whether the incident/breach involved City data exposure, scanning, exfiltration, destruction/modification, or other misuse or misappropriation of City data of any classification;
  - iii) The amount and nature of the City data involved in the incident/breach;
  - iv) The entity, if known, that gained access to City data or information systems; and
  - v) The initial plan to contain and eradicate incident/breach.
- d) In Follow-up and Closure reports, the following minimum data shall be provided:
  - i) Any updated details to the information provided in the initial report;
  - ii) Validation that the incident/breach has been confirmed actual, false positive, or benign;
  - iii) Updated containment, eradication, and resolution plans; and
  - iv) Final root cause analysis (RCA) and documented impact to the City.

### Payment Card Industry (PCI) Data Security Standard (DSS) Compliance:

(NOTE: Only applies when vendor is to provide financial transactions services for or on behalf of the City in the execution of activities during the term of service.)

# City of Colorado Springs Innovation and Technology (IT)

## Department Technology Rider

- 52) Vendor solutions shall be fully compliant with the PCI DSS, with no requirement for the City to implement any PCI DSS controls. If installed on City networks or infrastructure, the Vendor solution shall be PCI DSS Point-to-Point Encryption (P2PE) compliant.
- 53) **Report of Compliance (RoC):** For all solutions that are consumed without any City responsibility to implement PCI DSS controls, Vendor shall provide City Finance with a RoC. The RoC shall be sent to:
- a) City Finance at: [accountants@coloradosprings.gov](mailto:accountants@coloradosprings.gov).
  - b) Questions or follow-up delivery confirmation can be called into 719-385-5224.
- 54) **Self-Assessment Questionnaire (SAQ):** In the event the City is required to provide any PCI DSS required SAQ in relation to Vendor's solution, the Vendor shall support the completion of the SAQ where applicable.

### Vulnerability and Audit Mitigation

- 55) The City reserves the right to request audit results or the attestation that specific audits have been conducted and mitigation actions have been completed. For open findings, the City reserves the right to request attestation that the findings have proper mitigation controls in place or a resolution roadmap.
- 56) For applicable vulnerabilities released as a common vulnerabilities and exposures (CVE) 10, an emergency directive from the DHS Cybersecurity and Infrastructure Agency (CISA), or product vendor "Patch Now" recommendation, Vendor shall provide a statement of resolution or an executable mitigation plan within thirty (30) calendar days of the CVE or CISA release.

### Contract completion or termination

- 57) Within thirty (30) calendar days of contract expiration or termination, the Vendor shall deliver to the City, a signed attestation that the following actions were completed:
- a) Vendor shall return all City data to the City in a structured and secured digital format compatible with City information systems and technology standards.
  - b) Vendor shall delete all City technology credentials retained in or stored in any Vendor-owned systems upon expiration or termination of City contract.
  - c) All connections made to the City network or information systems shall be terminated upon expiration or termination of City contract.
  - d) All City data residing on any Vendor owned system is fully and completely removed and returned to the City or destroyed beyond restoration with industry standard destruction practices.

### Exception Requests

- Depending on Vendor provided justification, some requirements herein may be reserved by City.
- Vendor may provide a written request for City review and submit a change request to City Procurement to start the review and exception process. If approved, changes will be made and accepted by incorporating approved changes into the final signed and executed contract.

## **EXHIBIT 5 – SAMPLE BUSINESS ASSOCIATE AGREEMENT (BAA)**

Follows this page.

# HIPAA BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** is entered into by and between \_\_\_\_\_ (“Business Associate”) an enterprise of the City of Colorado Springs, Colorado and the City of Colorado Springs (“Covered Entity”). Business Associate is an independent contractor of Covered Entity. Business Associate and Covered Entity are individually referred to as a “Party” and collectively as the “Parties.”

**1. Applicability; Conflicts.** This Agreement applies with respect to all contracts or other arrangements (“Underlying Agreement”) by and between Business Associate and Covered Entity that involve the use or disclosure of Protected Health Information (“PHI”). This Agreement addresses the business associate requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”) (P.L. 111-5), HIPAA’s implementing regulations (45 C.F.R. Parts 160 and 164), and the HITECH Act, all as may be further amended from time to time. Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, 164.304 and 164.501, as amended from time to time. As used in this Agreement, all references to PHI shall refer to the PHI of Covered Entity unless stated otherwise. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Underlying Agreement, the provisions of this Agreement shall control. Furthermore, any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with ARRA and HIPAA.

**2. Obligations and Activities of Business Associate.** Business Associate agrees as follows:

(a) Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement, the Underlying Agreement, or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate will document and keep these safeguards current. With respect to any and all electronic PHI, Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, including ensuring compliance with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316.

(c) Business Associate agrees to report promptly, in writing, to Covered Entity any use or disclosure of PHI not provided for by this Agreement, or any Security Incident involving electronic PHI, of which Business Associate becomes aware. Each report shall identify the nature of the non-permitted use or disclosure, the PHI used or disclosed, the person(s) who made the use or disclosure, the person(s) who received the PHI, the corrective action taken by Business Associate and such other information as Covered Entity may reasonably request. Business Associate will cooperate with Covered Entity in the investigation and resolution of the matter, and will mitigate, to the extent practicable, any harmful effects that are known to or can reasonably be detected by Business Associate.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(e) Business Associate certifies that its workforce, as defined by 45 C.F.R. § 160.103 and who uses or discloses Covered Entity’s PHI, has been properly trained on Business Associate’s policies and procedures regarding compliance with HIPAA including sanction policies for failure to comply with these policies and procedures. Business Associate agrees to ensure that access to PHI related to Covered Entity is limited to those workforce members who require such access because of their role or function.

(f) Business Associate agrees to provide access to Covered Entity of PHI maintained in a Designated Record Set to enable Covered Entity to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within the time and manner designated by Covered Entity. In the event that Business Associate receives a request directly from an Individual for a copy of his/her PHI or to amend his/her PHI, Business Associate shall forward such request within five (5) business days after receipt of such request to enable Covered Entity to respond to the Individual’s request.

(g) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services (Secretary), in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered

Entity's compliance with HIPAA. Additionally, Business Associate shall immediately advise Covered Entity of any inspection request made by regulators.

(h) Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide Covered Entity with information collected in accordance with this Agreement or the Underlying Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Compliance with ARRA.

(i) Business Associate will comply with the security requirements referenced in Section 13401 of ARRA, including the requirements of 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, and the HITECH Act. Further, Business Associate will comply with any and all privacy and security regulations issued pursuant to ARRA and applicable to Business Associate as and when those regulations are effective.

(ii) Business Associate understands that it is now subject to the same federal penalties (ARRA Section 13401(b)) as Covered Entity for violation of the security requirements referenced therein. Business Associate accepts full responsibility for any penalties incurred as a result of its own breaches or violations of Covered Entity's PHI.

(iii) Business Associate will, following the discovery of a breach of "unsecured PHI," as defined in 45 C.F.R § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each Individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. A breach is discovered as of the first day on which such breach is known to Business Associate or should have been reasonably known to Business Associate.

(iv) Upon discovery of a breach of unsecured PHI by Business Associate, Covered Entity and Business Associate will collaborate to determine which Party is in the best position to provide notification.

(v) Business Associate will maintain documentation of all breach notifications it makes or the application of any exceptions to the definition of breach to demonstrate that nonfiction was not required.

(vi) Business Associate may use and

disclose PHI only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) (Uses and disclosures: Organizational requirements: Business Associate contracts) and the privacy requirements referenced in Section 13404 of ARRA.

(vii) Business Associate shall provide an accounting of disclosures to Individuals requesting an accounting as required by Section 13405(c) of ARRA.

(j) Business associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162, as well as all operating rules that apply to standard transactions, submission of certifications to HHS (to the extent HHS permits) concerning standard transactions, and all other electronic data interchange requirements included in the Patient Protection and Affordable Care Act of 2010. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf will comply with the EDI Standards.

(k) Business Associate acknowledges that the enactment of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, ARRA) amended certain provisions of HIPAA in ways that now directly regulate Business Associate's obligations and activities under HIPAA's Privacy Rule and Security Rule, including the Breach Notification Rule. Business Associate agrees to comply, as of the applicable effective dates of each HIPAA obligation relevant to Business Associate, with the requirements of ARRA, including monitoring of federal guidance and regulations published thereunder and timely compliance with such guidance and regulations. In consequence of the foregoing direct regulation of Business Associate by HIPAA laws and regulations, notwithstanding any other provision of the Agreement, Business Associate further agrees to monitor HIPAA Privacy and Security requirements imposed by future laws and regulations, and to timely comply with such requirements when acting for or on behalf of the Plan in its capacity as a Business Associate.

**3. Permitted Uses and Disclosures by Business Associate.**

(a) Except as otherwise limited in this Agreement or the Underlying Agreement, Business Associate may use or disclose PHI to perform services to or on behalf of Covered Entity as described in and in compliance with the Underlying Agreement, including data aggregation services related to the health care operations of the Covered Entity, provided that such use or disclosure would not violate HIPAA if undertaken by Covered Entity.

(b) Except as otherwise limited in this Agreement or the Underlying Agreement, Business Associate may:

(i) use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and

(ii) disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **4. Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restriction affects Business Associate's permitted or required uses or disclosures.

(c) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA.

#### **5. Term and Termination.**

(a) This Agreement shall be effective as of the date that the Underlying Agreement is effective with respect to Covered Entity, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach in accordance with the Underlying Agreement. Covered Entity may terminate this Business Associate Agreement ("this Agreement") and the Underlying Agreement between Covered Entity and Business Associate which is the subject of any material breach of this Agreement by Business

Associate if Business Associate does not cure the breach as provided in the Underlying Agreement. If Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement. This provision shall be in addition to and shall not limit any rights of termination or obligations set forth in the Underlying Agreement.

(c) If Covered Entity knows of a pattern of activity or practice by Business Associate that constitutes a material breach or violation of this Agreement and the breach or violation continues, and if termination of this Agreement is not feasible, Covered Entity is required by HIPAA to report the breach or violation to the Secretary of Health and Human Services.

#### **(d) Effect of Termination.**

(i) Except as provided in Section 5(d)(ii), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Destruction shall include destruction of all copies including backup tapes and other electronic backup media. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Except as provided in Section 5(d)(ii), Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

(iii) Business Associate's obligation to protect the privacy of PHI is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or the Underlying Agreement.

#### **6. Indemnification.**

(a) Business Associate agrees to hold harmless Covered Entity, its officers, agents or employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including costs and reasonable attorney's fees, or claims for injury or damages that are caused by or result from the acts or omissions of Business Associate, its officers, employees, agents and subcontractors with respect to the use or disclosure of Covered Entity's PHI.

**7. Miscellaneous.**

(a) Governing Law. The interpretation of this Agreement and the resolution of any disputes arising under this Agreement are governed solely by the laws of Colorado, exclusive of any of the choice of law provisions of that or any other state. If any action or other proceeding is brought on or in connection with this Agreement, the venue of such action will be exclusively in Colorado having venue over the Underlying Agreement. Each Party consents to the jurisdiction of such courts and waives any objection it may have with respect to venue.

(b) Notices. Any and all notices required or permitted under this Agreement will be made in writing (ink-and-paper) and may be sent by United States mail, overnight delivery service, or facsimile transmission and will be deemed to have been received by the applicable Party (i) three (3) business days after the confirmed date of deposit with the United States Postal Service, (ii) the date of delivery if by overnight delivery service, or (iii) one (1) business day after transmission when sent by confirmed facsimile transmission (each a "Notice Date") to the applicable address / fax number as set forth on the signature pages to this Agreement or such different address / fax number as a Party may designate in a notice provided to the other Party.

(c) Change in Law. The Parties acknowledge that amendments to applicable state or federal law or regulations or a court or regulators' interpretation of such laws or regulations may necessitate future changes to this Agreement. In such

event, the Parties agree to provide written notice of such conflict to the other Party and to negotiate in good faith toward a written amendment to comply with such changes in the law or regulations or interpretation of the law or regulations.

(d) Assignment. Nothing express or implied in this Agreement is intended to confer or assign any rights, remedies, obligations or liabilities upon any person or entity other than Covered Entity and Business Associate and their respective successors and assigns.

(e) No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives on the dates indicated below. EACH OF THE INDIVIDUALS SIGNING THIS AGREEMENT PERSONALLY REPRESENTS AND WARRANTS THAT THE PARTY FOR WHOM HE OR SHE IS ACTING HAS DULY AUTHORIZED THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

**"BUSINESS ASSOCIATE":**

By: \_\_\_\_\_

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

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

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

**"COVERED ENTITY":**

**CITY OF COLORADO SPRINGS**

By: \_\_\_\_\_

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

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

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

## EXHIBIT 6 - SAMPLE EVALUATION SCORESHEET

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<b>1. ORGANIZATIONAL BACKGROUND AND DESCRIPTION AS TO YOUR EXPERIENCE AND QUALIFICATIONS TO PERFORM THE STATEMENT OF WORK</b>	
<p>The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations and size of firm. Finally, please describe your qualifications and experience to perform the work listed in Exhibit 2, Statement of Work.</p> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<b>2. COST PROPOSAL</b>	
<p>The pricing of your services is of critical importance to the City of Colorado Springs. Offerors shall provide pricing for all services you're proposing for in the fees portion of the FSA, HRA, and/or COBRA sections of Appendix A Offeror Questionnaire included with this RFP. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors.</p> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<b>3. PROPOSED PERSONNEL</b>	
<p>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 a brief resume(s) of key personnel that will be responsible for the implementation and ongoing account management for the City. Identify the primary work location of each of the personnel assigned to the project.</p> <p>Offerors should provide sufficient information to demonstrate staff is experienced, stable, and available. Offerors should include at a minimum the following information</p> <ul style="list-style-type: none"> <li>A. Work History &amp; Experience</li> <li>B. Tenured with your organization</li> <li>C. Work Location &amp; ability to work within Mountain Time Zone Hours</li> <li>D. Education and certifications held</li> <li>E. Number of clients served</li> </ul> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<b>4. REFERENCES</b>	
<p>Provide a client contact list with three (3) references with specific individuals, their contact telephone numbers and email addresses for each service you are proposing. If references offer more than one of the services being requested in this RFP, they will count as one of the three requested references for those other</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>



<p>services. For each reference, please also provide a brief description of services provided and dates of service. References should demonstrate the offeror has experience in public sector clients, as well working with clients with similar size and complexity as the City of Colorado Springs.</p> <p><b>COMMENTS:</b></p>	
<b>5. OFFEROR QUESTIONNAIRE</b>	
<p>Please answer all questions in Appendix A included with this RFP at <a href="http://www.bidnetdirect.com">www.bidnetdirect.com</a> for the services you are submitting a proposal for The questionnaire should provide answers on your approach, processes, and experience in administering Flexible Savings Account, Health Reimbursement Accounts, and/or COBRA. Please also identify on the first tab of Appendix A, what services you are submitting a proposal for. Offerors may submit a proposal for as many services as they provide and are not required to provide service to all three to be considered for award of a contract</p> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<b>6. PROPOSAL PRESENTATION</b>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<b>EXCEPTIONS PROPOSED</b>	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>	<p><b>Pass/Fail</b></p>
<b>INSURANCE EXCEPTIONS PROPOSED</b>	
<p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>	<p><b>Pass/Fail</b></p>
<p><b>TOTAL SCORE – Add Evaluation Scores from Sections 1-5. The sum is the total score.</b></p>	<p>Total Score:</p>

## **SECTION VI – APPENDICES**

### **6.0 APPENDICES**

Appendix A Offeror Questionnaire

Appendix B VPAT

## **APPENDIX A – OFFEROR QUESTIONNAIRE**

Please complete the Microsoft Excel document titled “Appendix A – Offeror Questionnaire” included with this RFP at [www.bidnetdirect.com](http://www.bidnetdirect.com) and upload with your proposal.

## **APPENDIX B – VPAT**

Please complete the PDF document titled “Appendix B – VPAT” included with this RFP at [www.bidnetdirect.com](http://www.bidnetdirect.com) and submit with your proposal.