



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522

970.221.6775
970.221.6707
fcgov.com/purchasing

REQUEST FOR PROPOSAL 7454 INFORMATION TECHNOLOGY INFRASTRUCTURE ASSESSMENT

The City of Fort Collins is requesting proposals from qualified firms to specifically qualified information technology assessment firms to assess the City's information technology infrastructure.

Electronic proposals are preferred and may be submitted by e-mail in Microsoft Word or PDF format. Electronic submittals shall be e-mailed to: purchasing@fcgov.com. If submitting hard copy proposals, six (6) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. **Proposals will be received before 3:00 p.m. (our clock), December 28, 2012 and referenced as Proposal No. 7454.** If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

The City encourages all disadvantaged business enterprises to submit proposals in response to all requests for proposals and will not be discriminated against on the grounds of race, color, national origin for all proposals for negotiated agreements.

Questions concerning the scope of the project should be directed to Project Manager, Daniel Coldiron at (970) 221-6844 or dcoldiron@fcgov.com with a carbon copy ebonnette@fcgov.com. Please format your e-mail to include "7454 Information Technology Infrastructure Assessment" in the subject line.

Questions regarding bid submittal or process should be directed to Ed Bonnette, CPPB, CPM, Buyer, Buyer, at (970) 416-2247 or ebonnette@fcgov.com.

The deadline for submitting questions regarding the scope of the RFP is by end-of-business December 14, 2012.

A copy of the Proposal may be obtained as follows:

1. Download the Proposal/Bid from the BuySpeed Webpage, www.fcgov.com/eprocurement

The City of Fort Collins is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, discount information, and individual product or service pricing. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposal will be public information.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-

making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

James B. O'Neill II, CPPO, FNIGP
Director of Purchasing & Risk Management

RFP # 7454
Information Technology Infrastructure Assessment

I) Purpose

Background

The City of Fort Collins (City) is nestled against the foothills of the Colorado Rockies in northern Colorado. The 55 square mile City is home to 144,000 residents and Colorado State University. Consolidated IT Infrastructure Services are provided to 76 facilities in support of Electric, Water, Water Reclamation, and Stormwater Utilities, Police, Fire, Parks and Recreation, Transportation, and Public Libraries.

The IT department is comprised of 2 primary divisions, Applications and Infrastructure, which are overseen by an administration group. The city had historically managed IT in a fairly decentralized fashion until 2005, when economic concerns moved the City Manager to request a consolidation of IT services and the related staff. The department worked diligently to consolidate and to standardize the environment in order to recognize efficiencies. That work has continued and significant strides have been made, especially in the infrastructure area.

Fortunately for the City of Fort Collins, the impacts of the economic downturn have been much less severe locally. The city has been fortunate to have a very strong tax base and has also been awarded significant federal monies. This has permitted the City to invest in large capital projects, such as a Smart Grid implementation, a bus rapid transit project, multiple new or large scale building remodels, and other IT projects, including a 911 system replacement and an implementation of an asset management system in our Utilities. As such, while working to consolidate and build efficiencies, the IT department has also been tasked with extended support of very large scale projects and adapting to new paradigms such as the mobile work force, cloud computing, and extended cyber security responsibilities, among others.

Infrastructure Services came into existence as a Division of the IT Department in 2005 with a City Manager directive to consolidate management and operations of networks, data systems, e-mail, telecommunications, and client computer hardware, software, and technical support. Division staff was tasked with providing a uniform level of improved IT services in a cost effective manner. They reached these goals by simplifying the environment, building strong technical teams, adhering to well-planned architecture and strategy, engineering complete solutions to avoid short-term gains that lead to re-work, and instituting industry best practices. Work efforts over the past several years achieved:

Consolidations

- Novell NOS, file, and print services under ADS
- 7 separate ADS domains into one with central Authentication management
- 14 separate data backup systems to one CommVault system
- 225 servers consolidated to a base of 197
- Upgrade and management of critical UPS systems
- Multiple, unstructured departmental file servers to a few enterprise servers
- VPN access systems to an enterprise Cisco system
- WEP based Wireless networks to a secure, centrally managed LAN controller

Implementations

- Enterprise Helpdesk
- Enterprise of server and client device patch management

- Enterprise e-mail antivirus and antispam management
- Enterprise DNS, DHCP, IPAM
- Enterprise Data Storage SAN
- Enterprise software compliance program
- Enterprise Group Policy Orchestrator for client device management
- Enterprise cyber security expertise
- Integrated support and management of enterprise and departmental facility construction and IT projects
- Server virtualization via VMware v5
- Capital replacement programs for data, network, voice, and client device equipment
- Cisco VoIP to replace Nortel TDM (65% complete)
- Dual core switch network architecture to serve Business Continuity and Disaster Recovery needs
- Redundant enterprise firewalls, Internet routers, VPN servers, and Wireless LAN Controllers
- Second data center in commercial space to extend Business Continuity capabilities

Standardization

- Network construction practices and requirements
- Servers and client devices to reduce resource intensive variants
- Server and client device Operating Systems for manageability
- Network equipment under the Cisco product set

Underlying these accomplishments are hardware and software platform investments and commitments to strategic direction that are reflected in details of the current infrastructure environment.

Environment

Network consists of 368 switches, routers and other network equipment, 9,181 physical network ports, 410 miles of copper cable, 88 miles of fiber optic cable. The City's WAN architecture is in the final stages of evolving from a single core star to a redundant data center topology. Two data center facilities are geographically separated along a 26 mile community-wide fiber optic ring. Each is designed for Cisco enterprise class switches, running VSS over 10Gbps dedicated fiber optic cable. Core switches support redundancy for firewalls (CheckPoint), VPN (Cisco), Internet Access, WLAN Controllers, and multiple fiber optic WAN rings. The core switches are linked via Cisco 10Gbps switch interfaces to consolidated SAN, Blade Server, and hierarchical data backup systems.

Network infrastructure provides Internet connectivity and bandwidth management; Project management design and implementation; Data, voice and video systems development, wired and wireless solutions development; Security management: firewalls, VPN, policies, intrusion detection and prevention; Research into new technology, testing and integration; Vendor support and/or proposal evaluations; WAN/LAN troubleshooting, maintenance and repair; WAN/LAN security specifications, policies and procedures; Internal consulting support and integration of departmental applications; Network architecture, design and engineering; Strategic capacity planning and provisioning; External construction services management; Asset acquisition, management and replacement

Voice consists of two integrated phone systems - a 30 year old PBX (Nortel 81c) system and VoIP. The City will complete its transition to VoIP (Cisco 8.6) in 2013. Voice infrastructure

provides maintenance of the City's telephone communication systems, the Utility Services customer Call Center, hardware and software maintenance contracts, commercial carrier infrastructure fees, and targeted technical support for City departmental moves, adds, and changes.

Email is internally managed Microsoft Outlook 2010 SP1. Email infrastructure provides technical resources to maintain and operate an enterprise email system of approximately 1,800 accounts. This includes the following: systems management resources, account administration, e-mail spam filtering, web access, and 24/7 end-user support

Data Management consists of HP servers, HP/Lefthand SAN (SanIQv9.5) data storage equipment, and security management systems. The City's technology-based services, such as Oracle financials, fcgov.com, GIS and the Traffic Management System, are built on this platform. Eighty-five percent of the 197 servers are virtualized. Data Management infrastructure provides equipment asset management, maintaining organization-wide data storage and backup systems (CommVault v9R2 Disk to Disk to Tape), providing file and print services, and managing data security (DNS, DHCP, IPAM via InfoBlox and e-mail spam and virus filtering via IronPort).

Client Services includes the City's IT Helpdesk. Incident management is monitored in HEAT. Client Services provides on-site technical desktop support, software license management, and PC/laptop computer patch management and replacement operations.

The Infrastructure Services foundation established during the Consolidation years makes possible the daily operations and technology based community services of all City departments and City partners, such as the Library District, Fort Collins Housing Authority, and Poudre Fire Authority. This community services foundation is continuously being extended and strengthened to keep pace with the demands of new application programs, workforce mobility, video systems, facility construction, and cyber security concerns.

While the gains for the organization have been significant, it is appropriate to ensure that strategic direction, platform investments, and organizational structure align with customer expectations and the challenges and opportunities of a post-Consolidation era. Factors making this an optimal reflecting point in time include:

- IT Department management changes
- Transition over the next two years from the construction phase to operations and maintenance for the Mason Street Corridor and Advanced Meter Fort Collins projects
- Completion of the VoIP telephony upgrade project by the end of 2013
- Obsolescence of the current Helpdesk database application program
- Key technical staff turnover
- Continued executive interest in outsourcing options
- Increasing interest and support for BYOD
- Increasing interest in Cloud and SaaS solutions
- Rapid growth in video technology integrations
- Construction of three new City facilities and consequential relocation of the primary data center
- Growing backlog of IT Operations and Maintenance work
- Suspension of VDI and Web content filtering programs

General Requirements

The City seeks to engage an independent, expert evaluation of its IT Infrastructure programs, platforms, expenses, human resources, organizational structure, and strategic objectives in the context of City customer service expectations, meaningful shifts in technology, and best-in-class IT shops of equivalent size and business support requirements. The evaluation will provide an assessment of the IT environment in terms of service demands and the capabilities and capacity to meet current demands. Gaps, challenges, and risks will be identified.

The second key element of the evaluation will develop the “future state” environment. The next generation of customer service demands and IT resource requirements will incorporate industry trends of substance but avoid the “trendy” elements that misguide strategic direction and capital investment. The “future state” will set a baseline for identifying required changes in platforms, programs, and resources. There will likely be more than one path forward. Each will be presented in terms of risks and impacts. Comparisons to best-in-class organizations will be complete with benchmarks that define their success.

IT Department management expects to receive an honest and unfiltered evaluation. To that end, the selected firm will be provided confidential access to key stakeholders, customers, and staff. Beyond providing necessary support for the evaluation, the firm’s work will be independent of City and IT Department management guidance or direction. Reports, options, and recommendations will not be shaped toward any preconceived outcomes. While the focus of the evaluation will be on Infrastructure Services, there will be no boundaries on recommendations. Where Application Services components play a role in reaching the future state, recommendations are expected.

Success of the evaluation will be measured by its accuracy, clarity, thoroughness, and relevance. Reports and recommendations must reflect clear understanding of the current environment and present practical pathways to the “future state.” Completion of this work constitutes the entirety of the engagement. No future work or follow-on sales of hardware, software, or other services should be anticipated.

II) Scope of Work

A) Assess existing IT infrastructure

Charting a course to a new destination requires certainty about the point of departure. Accordingly, the first objective of the evaluation is to document and assess the current environment. Level set organizational expectations and IT Department capabilities. Establish the baseline for services and resource requirements prior to tacking in new directions.

Documentation of the existing environment will include at a minimum:

- Compiling informative inventories of hardware and software assets; significant capacity and performance data; technical resources; historical and current facility and technology projects; operations and maintenance workload; technical architectures; formal and informal organization structures; operational processes; budgets; customer service feedback; community services; application programs; organizational vision and mission statements; outsourced workload, and cyber security defenses.
- Recapping strategic and operational activities defining the Consolidation years

- Recapping technological changes in terms of scale and complexity to the existing IT environment over the span of the Consolidation years
- Describing the existing environment in sufficient detail to provide clear links to the elements of assessment

Assessment of the existing environment will include at a minimum:

- System architectures related to capability, capacity, and performance
- Technology, facility construction, and O&M workload related to technical resource capabilities and capacity
- Strategic direction
- Cyber security posture
- Feasibility of service delivery goals in the context of “World Class” expectations
- IT Department organizational structure
- SWOT analysis establishing baseline profile of the current environment
- Best-in-Class organization comparisons with benchmark descriptors

Recommendations related to risks and challenges of the existing environment will include at a minimum:

- Identification of gaps revealed by SWOT analysis and Best-in-Class comparisons
- Tactical options and impact analysis
- Impact analyses will articulate financial, technological, structural, service level, vision and mission, and human resource considerations

B) Create the “Future State” vision and recommend means of transition from the baseline

Having established a point of departure, the evaluation will describe the destination and develop options for successfully tacking from one to the other. The elements of this phase of the evaluation will include at a minimum:

- Identification of substantial, highly probable technology and industry trends that will shape the future IT environment
- Identification of deltas between the baseline and the “future state”
- Development of tactical options and impact analysis
- Development of strategic direction options and impact analysis
- Impact analyses will articulate financial, technological, structural, service level, vision and mission, and human resource considerations
- Identification of risks and challenges associated with action and inaction on the part of the City to move toward the “future state”
- Development of recommendations

III) Project Schedule

The start date for the assessment is contingent the completion of negotiation of the scope of work. The week of February 18, 2013 is currently being targeted but has not been set firmly. A degree of flexibility will be required on the part of the selected bidder.

IV) Deliverables

The evaluation will consist of a written draft report, an electronic version of the draft report, a post assessment meeting on site with members of the Information Technology Infrastructure Assessment Committee, and a formal presentation to a select group of City executives and key stakeholders. The Committee will review the draft report for accuracy, clarity, thoroughness, and relevance. Feedback will be focused not on outcomes and conclusions but on the elements

supporting evaluations and recommendations. The final report will reflect Committee feedback and be structured in the following manner to align with the format and requirements detailed under the Scope of Work.

A) Executive summary – includes but is not limited to:

- Recap of the purpose and general requirements of the evaluation
- Firm's relevant experience establishing credibility for the work performed
- Methods and processes used in the course of assessment
- Recap of IT environment transitions through the Consolidation years
- Evaluation of the current environment in terms of significant factors that may include system architectures, cyber security posture, workload, customer expectations, organizational structure, staff and technology resources, performance issues, outsourcing, and platform investments
- SWOT findings, urgent risks, and challenges
- Recommendations for short-term, remedial actions addressing the current environment
- Description of the "future state" environment; its drivers and trends
- Identification of deltas between current and future states
- Prioritized set of recommended remedial tactical and strategic actions to close gaps and mitigate identified issues
- Significant risks and impacts associated with recommendations

B) Detailed Findings And Recommendations – include but are not limited to:

- Discovery phase inventory compilations in pertinent summary or detail as appropriate to evaluation of the current environment
- Details of "all" evaluation factors related to the current environment
- Analysis documentation including, spreadsheets, charts, topologies, and other graphics used to support assessments and recommendations
- Identification and quantification of design and performance issues
- Technical details, categorization, and rating of any discovered issues
- Details of technical and business risks associated with issues
- Source documentation such as white papers, professional services group opinions, industry analyses, or company experiences related to trends shaping the "future state"
- Detailed profiles of any "best-in-class" organizations used to benchmark the City's IT operations to include relevant performance metrics
- Details of optional strategies for closing gaps between current and future environments
- Details of "all" identified financial, technological, structural, service level, vision and mission, and human resource risks and impacts associated with optional strategies

C) Final Report

- Six (6) bound printed copies of the final assessment report
- One (1) electronic copy of the final assessment report

- An electronic copy of data collected during the assessment (network scans, packet captures. etc.); separate from the final assessment report.

V) Method of Payment

The payment schedule will be driven by Delivery milestones. The assessment will be considered 80% complete at the point of delivery of the draft report and on-site discussion with members of the IT Infrastructure Assessment Committee. The selected bidder will be entitled to present an invoice for payment in the amount of 80% of the agreed to total cost of the assessment. Payment for the remaining 20% of the contract will be authorized upon acceptance of the Final Report and accompanying documentation.

VI) Submittal Requirements

- A)** It is recommended that you limit the total length of your proposal to a maximum of forty (40) pages (excluding covers and dividers but including resumes and project descriptions). Pages shall be 8-1/2" x 11" single-sided, with a minimum 11-point font. The proposal may include up to four (4) - 11" x 17" sheets, which will count towards the 40-page total.
- B)** Submit a total of six paper (6) copies of your proposal, with one copy marked as the original copy; if your proposals are submitted in hard-copy form. Also provide a single copy of the proposal in Adobe Acrobat PDF© format on a separate disk.

The selected bidder will be required to execute a non-disclosure agreement with the City that covers this effort from start to finish and will not release any information obtained as part of this study to anyone other than the City of Fort Collins IT Department. The response to this RFP shall consist of the following sections:

1. Executive Summary
 2. Corporate Background and Experience
 3. Financial Statement
 4. Project Staffing and Organization
 5. Technical Approach
 6. Cost Proposal
- 1. Executive Summary** – This section shall consist of the proposal cover letter, highlighting the contents of this proposal, and bearing the authorized representative's signature. State your understanding of the City's needs. Summarize your firm's qualifications for providing these services in a timely manner. Include any material assumptions that either enhance or limit service performance.
 - 2. Corporate Background and Experience** – This section shall provide a history of your firm as relevant to the purpose and scope of this RFP. A list of references (including contact persons and telephone numbers) for which similar work has been performed shall be included.
 - 3. Financial Statement** – The section shall provide the most recently audited financial statement or similar evidence of financial stability.
 - 4. Project Staffing and Organization** – This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project.

Include resumes and any recommendation or commendation letters received from recipients of your services in the past 4 years. List any applicable professional certifications.

- 5. Technical Approach** – This section shall include, in narrative, outline, and/or graph form the proposed approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. Provide detailed requirements of City staff for support and any additional hardware, software, or office space needs.
- 6. Cost Proposal** – The cost of each work activity defined in Sections A and B under the Scope of Work must be identified separately. Proposal costs must include:
 - a.** Personnel costs (including hourly rates and total hours)
 - b.** Travel and Subsistence Expenses
 - c.** Subcontractor Costs (if any)
 - d.** Other Costs (e.g., office expenses)
 - e.** TOTAL COST: A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

Proposals must be received no later than 3:00 p.m. (our clock), December 28, 2012 at:

City of Fort Collins – Purchasing and Risk Management Division
215 North Mason Street
P.O. Box 580
Fort Collins, CO 80524
(970) 221-6775

C) Contact Information

1. Questions related to RFP and procurement procedures should be directed to:

City of Fort Collins
Ed Bonnette, Buyer
Purchasing Division
P.O. Box 580
Fort Collins, CO 80522
(970) 416-2247
ebonnette@fcgov.com

2. Questions related to the scope of work or the project in general should be directed to:

Dan Coldiron – Chief Information Officer
City of Fort Collins IT Department
215 N. Mason Street
P.O. Box 580
Fort Collins, CO 80522
(970) 221 - 6844
dcoldiron@fcgov.com

PLEASE GO TO www.fcgov.com/eprocurement TO REGISTER IN OUR E-PROCUREMENT SYSTEM FOR FUTURE BID OPPORTUNITIES! BE SURE TO SELECT ALL APPROPRIATE COMMODITY CODES.

COMMODITY CODES USED FOR THIS RFP:

918-28 Computer Hardware Consulting

918-29 Computer Software Consulting

VII) Selection Criteria and Method

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and optional interview session. At discretion of the City, interviews of top rated firms may be held.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?
2.0	Cost and Work Hours	Do the proposed cost and work hours compare favorably with the project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm performed this type of work previously?

REFERENCE EVALUATION (TOP RATED FIRM)

A City IT representative will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	a) If a study, did it meet the Scope of Work? b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

VIII) Schedule

Written proposals will be evaluated by the City's Selection Committee, and three (3) firms will be selected for interviews based upon the Committee's recommendations.

RFP Submittal Deadline: December 28, 2012
Review and Selection of Contractor Deadline: January 18, 2013
Contracting and Scope of Work Negotiation Deadline: February 1, 2013
Notice to Proceed: February 15, 2013

In the event your firm is selected to proceed to an oral interview session; please indicate your availability to participate onsite in Fort Collins, CO the week of January 14, 2013 as part of your proposal.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below, by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Professional".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Professional agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of () pages, and incorporated herein by this reference.

2. The Work Schedule. [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of () pages, and incorporated herein by this reference.

3. Contract Period. The services to be performed pursuant to this Agreement shall be initiated within five (5) days following execution of this Agreement. Services shall be completed no later than _____, 20____. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto.

4. Early Termination by City. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Professional:	City:	With Copy to:
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	City of Fort Collins Attn: PO Box 580 Fort Collins, CO 80522	City of Fort Collins, Purchasing PO Box 580 Fort Collins, CO 80522
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In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

5. Design, Project Indemnity and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the City, its officers and employees in accordance with Colorado law, from all damages whatsoever claimed by third parties against the City; and for the City's costs and reasonable attorneys fees, arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional shall maintain commercial general liability insurance in the amount of \$500,000 combined single limits and errors and omissions insurance in the amount of \$.

6. Compensation. [Use this paragraph or Option 1 below.] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional a fixed fee in the amount of (\$) plus reimbursable direct costs. All such fees and costs shall not exceed (\$). Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's actual reimbursable expenses. [Optional] Insert Subcontractor Clause Final payment shall be

made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City.

6. Compensation. [Option 1] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional on a time and reimbursable direct cost basis according to the following schedule:

Hourly billing rates:

Reimbursable direct costs:

with maximum compensation (for both Professional's time and reimbursable direct costs) not to exceed (\$). Monthly partial payments based upon the Professional's billings and itemized statements of reimbursable direct costs are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's reimbursable direct costs. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings and other services rendered by the Professional shall become the sole property of the City.

7. City Representative. The City will designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.

8. Project Drawings. [Optional] Upon conclusion of the project and before final payment, the Professional shall provide the City with reproducible drawings of the project containing accurate information on the project as constructed. Drawings shall be of archival, prepared on stable Mylar base material using a non-fading process to provide for long storage and high quality reproduction. "CD" disc of the as-built drawings shall also be submitted to the City in an AutoCAD version no older than the established city standard.

9. Monthly Report. Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Professional is required to provide the City Representative with a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the City, suspend the processing of any partial payment request.

10. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

11. Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

12. Acceptance Not Waiver. The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.

13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.

14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the

Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

15. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

16. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Professional represents and agrees that:

- a. As of the date of this Agreement:
 1. Professional does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Professional will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- b. Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a

subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

c. Professional is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

d. If Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Professional shall:

1. Notify such subcontractor and the City within three days that Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Professional shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

f. If Professional violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Professional shall be liable for actual and consequential damages to the City arising out of Professional's violation of Subsection 8-17.5-102, C.R.S.

g. The City will notify the Office of the Secretary of State if Professional violates this provision of this Agreement and the City terminates the Agreement for such breach.

18. Red Flags Rules. Professional must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Professional must take appropriate steps to mitigate identity theft if it occurs with one or more of

the City's covered accounts and must as expeditiously as possible notify the City in writing of significant breaches of security or Red Flags to the Utilities or the Privacy Committee.

19. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit " " - Confidentiality, consisting of one (1) page, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

By: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing & Risk Management

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

[Insert Professional's name] or
[Insert Partnership Name] or
[Insert individual's name] or
Doing business as [insert name of business]

By: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

ATTEST:

Corporate Secretary

(Corporate Seal)

EXHIBIT “ ”
CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Professional hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services that the Professional has agreed to perform, the Professional hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Professional agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City , or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City) . The Professional shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Professional understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Professional shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Professional ceases to perform services for the City, or the City so requests for any reason, the Professional shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Professional understands and agrees that the City's remedies at law for a breach of the Professional's obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.