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
7470 Sales Tax Software

The City of Fort Collins is seeking a vendor for Sales Tax Software, Consulting, and project administration. This partnership will work with City staff to plan, configure and deploy Sales Tax Software and migrate existing content from our existing site, set up new functionality and create efficiencies.

Proposals may be submitted by E-mail in Microsoft Word or PDF format. The attached Xcel spreadsheet, which must be filled out and returned with your proposal, should be returned in Xcel format. E-mail 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), February 22, 2013 and referenced as Proposal No. 7470**. 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, Jessica Ping-Small at (970) 221-6626 or jping-small@fcgov.com.

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

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

REQUEST FOR PROPOSAL
7470 Sales Tax Software

1. GENERAL DESCRIPTION

The City of Fort Collins (City) is seeking a vendor to provide Sales Tax Software. The software package will be used to manage sales tax accounts as well as provide the ability to accept applications, returns and payments online.

2. BACKGROUND

The City's Sales Tax Division manages over 10,000 sales and use tax accounts, generating over $110 million in revenue annually. The Sales Tax Division also keeps records of all the monthly, quarterly and annual sales and use tax filings. Our goal is to obtain a software program that will allow employees to easily input information into a database and provide a simple interface for retrieving the information through canned and ad-hoc reporting.

The Sales Tax Division, in partnership with the Information Technology (IT) Department, is looking for creative proposals for flexible pricing models that can provide the necessary application and consulting support. In addition, ***the City of Fort Collins allows other Public Agencies the opportunity to purchase off the Award for this Bid, at the option of the Awarded Vendor(s).*** Other public agencies that are members of the Colorado Multiple Assembly of Procurement Officials (MAPO) cooperative purchasing group may contact the awarded vendor(s) with a desire to piggyback on the resulting contract as a cooperative user.

Current Sales Tax System

The City currently uses HMS which was implemented in 2001. The application is Access based and is used to track sales and use tax payments, vendors and contact information. The current system integrates with ImageNow, a document management system and with the City's JD Edwards financial /accounting system. The system is no longer supported externally.

3. SCOPE OF WORK

The primary objective of the software is to manage the sales and use tax accounts for the City including collection of payments and management of delinquent accounts which comprise of late payments and penalty and interest accruals per City Code.

An additional primary objective of the software is to provide an online interface to customers for the filing and remittance of sales tax returns and payments as well as the remittance of sales tax license applications, and payments.

The software should provide robust report writing and search capabilities. The ability to track correspondence with individual accounts, such as record of notices, letters, assessments, and audit history/status should be an essential component provided by the software. Preparing custom reports, letters/forms, and mailings is also a necessity. The system should also interface with the City's JD Edwards financial system, downloading payment information. It should maintain multi-year information for all sales tax license accounts.

Specific scope of work elements expected from the awarded contractor will include:

1. Customized software package

2. Data conversion including documented methodology to convert existing data to the new system – including, but not limited to, requirements definition, analysis of files, design, development and testing of conversion programs, data extraction, acceptance case development, and installation and acceptance
3. A seamless interface that allows end-users to track, manage, analyze and reporton sales tax accounts.
4. Integration with existing systems.
5. Implementation and training plan
6. Training for Sales Tax staff.

Required Services/Deliverables:

The vendor's proposed software solution is expected to address and accomplish the following. Vendors are to address these in their submitted written proposal:

1. Basic Deliverables:
   - Sales Tax Licensing
   - Sales Tax Return processing
   - Sales Tax Reporting
   - Collections
   - Sales Tax Audit information
   - Sales Tax Forms and Notices
2. In addition, the vendor will also address the following Sales Tax requirements in their written proposal:
   - Account information
   - Return entry/payment processing
   - Deficiency, credit, collection, bankruptcy
   - Reports & queries
   - Imaging
   - Online processing
   - Other
   - Housekeeping
   - Audit
   - Security
   - Interface
   - Support/training
   - Configuration

3. Lastly, the SALES TAX SOFTWARE DELIVERABLES SPREADSHEET is to be used by the vendor to describe your proposed software solution's abilities to comply to the detailed list of features the City is seeking in the proposed software solution.

Users

- Concurrent – 7

4. PROPOSAL SUBMITTAL REQUIREMENTS:

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal. In order to simplify the review process and maximize the degree of comparative analysis, the RFP Response should be organized in the following manner:

1. Methods and Approach: Describe your expected or recommended approach, including a clear and detailed description of your proposed "system cutover strategy" (i.e., implementation strategy). Describe the anticipated interaction with the City. Provide an outline of your anticipated schedule for completing consultant implementation tasks including an implementation timeline. This should be in Executive Summary format that briefly describes how you will accomplish the following:

   - Define Technical Architecture Design
   - Define Login Methodology (specifically for the public-facing web module)
   - Define Mobile Solution
   - Define ability to operate in the following environment: Server Platform - Windows platform, Windows Server 2008 R2, VMWare compatible, VMWare 5 and Database - Oracle 11g or SQL Server 2008
   - Provide a detailed implementation plan and schedule that documents the implementation steps with stated start dates, completion dates and assigned task responsibilities.
   - Define Interface construction and testing process for the City's document management system, financial management system and lockbox system.

2. Deliverables: Given the list above under **Required Services/Deliverables,** provide us with your plan to achieve them (not to exceed two pages). **ALSO MANDATORY: SALES TAX SOFTWARE DELIVERABLES SPREADSHEET MUST BE FILLED OUT COMPLETELY AND RETURNED ELECTRONICALLY AS PART OF YOUR PROPOSAL. PROPOSALS NOT INCLUDING IT WILL BE CONSIDERED NON-RESPONSIVE.** The City of Fort Collins has identified functions that are required, are important or are desired in the new Sales Tax Software. The list of functions has been attached as a separate Microsoft Excel file. The City realizes that no single off-the-shelf software system is likely to meet all the requirements listed in the Functional Requirements matrix. The City will select the submittal that represents the best combination of requirements satisfied along with additional features, cost and suitability. Columns B, C, and D in the spreadsheet identify the relative importance of the function to The City of Fort Collins as follows:

- **M** (Mandatory)
  Requirements are features or functionalities that must be provided by the Vendor to fulfill the core mission of The City of Fort Collins. If the feature or functionality is not within the COTS standard product, the Vendor must clearly identify this fact or indicate that it can be provided through customization. Any cost required to implement this feature through customization must be included and clearly identified as an optional cost in the submittal.

- **I** (Important)
  Requirements are features or functionalities that are advantageous to The City of Fort Collins and enhance the functionality of the new sales tax software system, but are not necessarily required as part of the initial implementation covered by this RFP process.

- **D** (Desired)
  Requirements are features or functionalities that would be worthwhile to have in the initial implementation, but may not be available from the Vendor or The City of Fort Collins is considering implementation in the future.

- Columns H, I, and J in the spreadsheet must be filled in by the vendor to show whether their COTS products are fully “Compliant”, “Partially Compliant” or “Not Compliant” with the stated requirement as defined below:
  - All functions identified with a “Compliant” response shall be assumed to be available in Ready to Manufacture (RTM) form at the time of submittal (i.e. beyond release candidate and beta testing) and each Vendor should be prepared to possibly demonstrate this feature during the System Demonstrations and Product Evaluations.
  - All functions identified with a “Partially Compliant” response shall require further explanation from the Vendor in the “Comments” section. If the Vendor fails to provide an accompanying elaboration for the “Partially Compliant” status, The City of Fort Collins shall consider the requirement to be “Not Compliant”.
  - All functions identified with a “Not Compliant” response shall be assumed to mean that the Vendor cannot or will not be able to meet this requirement without further customization or development of the COTS product.

- Column K allows each Vendor to provide comments that qualify its answers and to document any assumptions made when responding. The comments should enhance The City of Fort Collins’s

understanding of how the Vendor proposes to meet the requirement. The Comments column is provided for Vendors to provide the following information:

- *Current or Planned Availability* – Unless otherwise specified in the Comments section, The City of Fort Collins will assume that the requirement is currently available from the Vendor.
- *Included or Not Included* – Unless otherwise specified in the Comments section, the City of Fort Collins will assume that the requirement will be included by the Vendor. Each Vendor should also indicate in the comments if the requested feature requires any other optional component or module in order to be implemented and if the component/module is a COTS product or one that requires additional development.
- *Limited or Additional Functionality* – The Vendor should identify any limitations in how its product fulfills this requirement or describe any functionality in its product that exceeds this requirement.
- *Simultaneous Compliance of Functions* – Unless otherwise specified in the Comments section, The City of Fort Collins will assume all compliant functions can be simultaneously compliant with other compliant functions.
- *Pertinent Comments* – The Vendor may include any comments it considers relevant to the discussion.

3. Qualifications and Experience: Provide relevant information regarding previous experience related to this or similar Projects, to include the following (***Please limit this to a maximum of two pages!***):

- Brief Company History including time in business
- Minimum of three years experience in Sales Tax Software development, installation, set-up and configuration
- Minimum of three similar projects that demonstrate experience in an organization that successfully implemented or started a Sales Tax Software Deployment in the last 2 years. Name, address, and phone number of agency contact overseeing the planning effort.

4. List of Project Personnel: This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or sub consultants, and their individual areas of responsibility. A resume for each professional and technical person assigned to the contract, including partners and/or sub consultants, shall be submitted. The résumés shall include at least three references from previous assignments.

5. Organization Chart/Proposed Project Team: An organization chart containing the names of all key personnel and sub consultants with titles and their specific task assignment for this contract shall be provided in this section. **NOTE: Any Personnel Changes within**

the awarded Contract will need to be approved by the City of Fort Collins Project Manager.

6. Availability: Describe the availability of project personnel to participate in this project in the context of the consultant firm's other commitments.

7. Estimated Hours by Task: Provide estimated hours for each proposed or optional task, including the time required for meetings, conference calls, etc.

8. Schedule of Rates and Cost by Task: Provide a schedule of billing rates by category of employee to be used during the term of the contract, and an anticipated cost of each task identified in the section **Required Services/Deliverables** or for tasks that are recommended as part of this planning effort. All direct costs (i.e., travel, printing, postage, etc.) specifically attributed to the project and not included in the billing rates must be identified.

9. Demonstration Process: Selected contractors should be prepared to provide an online demonstration of their product. The demonstration process will be scheduled in three to four hour blocks. All required reporting requirements will be reviewed along with day to day functionality. In the event your firm is selected to proceed to an oral interview/online demo phase; please indicate your availability to participate the week of March 25 as part of your proposal. Selected vendors can choose to do this remotely; travel onsite to Fort Collins would be at vendor's option.

Vendor Statement:

I have read and understand the specifications and requirements for this bid and I agree to comply with such specifications and requirements. I further agree that the method of award is acceptable to my company. I also agree to complete SERVICES AGREEMENT with the City of Fort Collins within 30 days of notice of award. If contract is not completed and signed within 30 days, City reserves the right to cancel and award to the next highest rated firm.

NOTE: VENDOR STATEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.

FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

BIDDER'S NAME: _____

SIGNATURE: _____

PRIMARY SERVICES ISSUES CONTACT: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

CELL: _____ **EMERGENCY:** _____

BACKUP: _____

Award and Contract Process

1. The City reserves the right to award directly as a result of the written proposals. The City may or may not opt to conduct oral interviews/online demos.
2. The selected Contractor shall be expected to sign the City's standard Services Agreement prior to commencing Services (see sample attached to this Proposal).
3. The City reserves the right to negotiate with any vendor as meets the needs of the City. The City reserves the right to reject any or all proposals, and to waive any irregularities.

PLEASE GO TO www.fcgov.com/purchasing 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:

918-29 Computer Software Consulting
208-10 Accounting/Financial: Bookkeeping, Billing and Invoicing, Budgeting, Payroll, Taxes, etc.
208-37 Database Software
209-11 Accounting/Financial: Bookkeeping, Billing and Invoicing, Budgeting, Payroll, Taxes, etc
209-38 Database Software
209-83 Software, Mini/Mainframe Computer (Not Otherwise Classified)
920-07 Applications Software for Microcomputer Systems: Business, Mathematical/Statistical, Medical, Scientific, etc.

5. REVIEW AND ASSESSMENT

Proposals will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and any optional interview session. 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 done previous projects of this type and scope?

References

The Project Manager 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	If a study, did it meet the Scope of Work?

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered in to between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation ("City") and _____, hereinafter ("Company"), and shall be effective on the date signed by the City.

1. Definitions

a. *Software.* The term "Software" shall mean the computer program in object code and source code and the user manuals described in the specifications set forth in Exhibit "A," Statement of Work. The term "Software" includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.

b. *Certificate of Installation.* The term "Certificate of Installation" shall mean a written notice, signed by Company and acknowledged by the City, certifying that the Software has been installed, that the Software substantially complies with the specifications set forth in Exhibit "A," that the software has been fully configured and that the master records ("rules") for the operation of the program have been established and that the training of City employees is complete.

2. License

a. *Grant of License.* Company grants City, pursuant to the terms and conditions of this Agreement, a perpetual, nonexclusive, nontransferable license to use the Software.

b. *Authorized Equipment and Site.* City shall use the Software on the computers used for City business.

c. *Restrictions on Use.* City agrees to use the Software only for City's business, including any collaborative services with other governmental entities, provided appropriate licensing fees have been paid to the Company.

d. *Copies.* City may make archival copies of the Software's computer program, provided that the copies shall include Company's copyright and any other proprietary notices.

e. *Modifications, Reverse Engineering.* City agrees that only Company shall have the right to alter, maintain, enhance or otherwise modify the Software. City shall not disassemble, decompile or reverse engineer the Software's computer program.

f. *User Manuals.* Company shall provide City with a minimum of three paper copies and one CD copy of the user manuals, and the manuals shall be updated with each new release of the Software and shall be updated no less than annually.

g. *Personnel.* Company personnel working with the City shall be acceptable to the City.

3. Delivery, Installation, Data Conversion, Testing and Acceptance.

All activities related to the implementation of the Software shall proceed in accordance with Exhibit "B", Implementation Schedule. Each activity listed in Exhibit B shall include both a start date and completion date. In addition, the Implementation Schedule shall incorporate the following specific activities.

a. *Delivery.* Company shall deliver the Software to the City location(s) specified by the Information Services Director of the City within a mutually agreed time after the effective date of this Agreement.

b. *Installation.* Company shall install the Software at the locations designated. City shall grant Company access to the location(s) and the computer system(s) for the period of time required for such installation.

c. *Data Conversion.* Data conversion, data entry and verification of data shall be completed in accordance with the specifications of City as set forth in Exhibit "A."

d. *Testing.* City shall have thirty (30) days, commencing upon delivery of the Certificate of Installation, to test the Software for substantial compliance with the specifications set forth in Exhibit "A" (the "Testing Period). City shall provide notice to Company of any failure of the Software to comply with such specifications. Upon receipt of such notice, Company shall use its best efforts to remedy the failure and install a fix within five (5) days. If City provides such notice to Company, the Testing Period, at City's option, may be extended for thirty (30) days after Company asserts to City that the problem has been fixed.

e. *Acceptance.* Acceptance shall occur (i) upon City's delivery of notice to Company that the Software substantially complies with the specifications set forth in Exhibit "A", or (ii) if City does not provide notice of a failure of the Software after thirty (30) days from the close of the Testing Period, then after thirty (30) days after the close of the Testing Period, Acceptance shall be deemed to have occurred.

4. License Fee

a. *In General.* In consideration for the license(s) granted by Company under this Agreement as set forth in Exhibit "C", Pricing Quotation, City shall pay Company a fee, not to exceed $_____.

b. *Payment Terms.* Each installation of the License Fee shall be due and payable in accordance with the Payment Schedule, which is incorporated into Exhibit "B", Implementation Schedule. All amounts are due thirty (30) days from receipt of invoice by City from Company.

5. Ownership

a. *Title.* City and Company agree that Company owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements or updates to the Software.

b. *Transfers.* Under no circumstances shall City sell, license, publish, display, distribute, assign or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without Company's prior written consent, except in when City is using the Software to provide collaborative services with other governmental entities and the appropriate licensing fees have been paid to the Company for this usage.

6. Confidential Information

Company agrees not to use City data except when specifically authorized by City, and to treat all City data as confidential. City agrees to maintain the confidentiality of proprietary information identified as such by Company to the extent allowed by law.

7. Warranty

Company warrants to City that for a period of one year commencing upon Acceptance, the Software will substantially comply with the specifications set forth in Exhibit "A." During this warranty period, Company shall also provide City the support and maintenance services set forth in the Software Maintenance Agreement appended hereto as Exhibit "D." After expiration of the warranty period, Company shall provide support and maintenance for the Software pursuant to the terms of such Maintenance Agreement.

8. Indemnification

Indemnity Company shall indemnify and hold harmless City from and against any claims, including reasonable legal fees and expenses, based upon infringement of any copyright or patent by the Software. City agrees to notify the Company of any such claim promptly in writing and to allow Company to control the proceedings. City agrees to cooperate fully with Company during such proceedings. Company shall defend and settle at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, Company may replace, in whole or in part, the software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement.

9. Insurance

Company agrees to maintain workers' compensation and employer's liability insurance at the statutory limits. Company will also maintain a commercial general liability policy in the amount of $500,000.00 per occurrence; $1,000,000.00 aggregate' $1,000,000.00 products and completed operations aggregate

10. Source Code

The uninterrupted availability of the Software is critical to City in the operation of its business. Company agrees to provide the source code to the Information Services Director of City.

11. Term and Termination

a. *Effective Date.* This Agreement and the license granted hereunder shall take effect upon the date the City executes this Agreement.

b. *Termination.* City shall have the right to terminate this Agreement upon giving thirty (30) days notice.

c. Within thirty (30) days after termination of the license, City will return to Company, at Company's expense, the Software and all copies thereof or delete or destroy all other copies of the Software and inform the Company that the Software has been returned or all copies deleted or destroyed, and its use discontinued**.**

12. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises due to any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of 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 thereof.

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. Notices

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

COMPANY:	WITH A COPY TO:	CITY:
	City of Fort Collins Attn: Purchasing P.O. Box 580 Fort Collins, CO 80522	City of Fort Collins Attn: Purchasing P.O. Box 580 Fort Collins, CO 80522

16. General Provisions.

a. *Complete Agreement.* This Agreement, its attachments, the City's Request for Proposal and the Company's Response to the Request for Proposal are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

b. *Order of Precedence.* In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence to the later dated document. Unless otherwise agreed to by both parties, document precedence shall be as follows: (1) the Software License Agreement; (2) the Request for Proposal; (3) the Company's response to the Request for Proposal.

c. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that address for notice may be changed as provided in section 13.

d. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. *Severability*. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. *Survival.* All provisions of this agreement that by their nature would reasonably be expected to continue after the termination of this Agreement will survive the termination of this Agreement.

g. *Governing Law*. This Agreement and performance hereunder shall be governed by the laws of the State of Colorado. Venue for any cause of action arising hereunder shall be in Larimer County, Colorado.

h. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

THE CITY OF FORT COLLINS, COLORADO

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

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

[Insert Corporation's name] or
[Insert Partnership name] or
[Insert individual's name]
Doing business as ____[insert name of business]

By:_____
_____
PRINT NAME
_____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date:_____

ATTEST: (Corporate Seal)

_____
CORPORATE SECRETARY

EXHIBIT “A”
STATEMENT OF WORK

EXHIBIT "B"
IMPLEMENTATION AND PAYMENT SCHEDULE

EXHIBIT "C"
PRICING QUOTATION

EXHIBIT "D"
SOFTWARE MAINTENANCE AGREEMENT

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into between the CITY OF FORT COLLINS, COLORADO, a municipal corporation , hereinafter "City" and _____, hereinafter "Company", and shall be effective on the date signed by the City.

1. Scope of Agreement.

a. *General.* Company agrees to provide City standard maintenance, on-site support, and training services for the computer programs and user manuals listed below (collectively "Software") and regular upgrades including enhancements and user manuals.

b. *Software.* This agreement covers the software described in Exhibit "A" of the Software License Agreement between the City of Irving, Texas and Company dated _____.

Company shall provide updates to the software as required in order that the software reflect current federal and state laws or requirements of the federal or state government or federal or state regulatory agencies.

c. *User Manuals.* When this agreement refers to "User Manuals," it shall include any user manuals which are designed for the software and any user manuals listed in Exhibit "A" and all manuals provided to users for the software listed above. At least three (3) user manuals shall be provided in paper format and one (1) in CD format. The user manuals shall be updated with each new release of the software and shall be update at least annually.

2. Term

This Agreement shall be effective for one year from the effective date, and may be shall automatically renew for up to four additional one year periods unless sooner terminated as provided herein. Such renewals shall be subject to sufficient funds being appropriated annually by the Fort Collins City Council, which appropriations are in the Council's sole discretion.

3. Standard Maintenance Services

Scope of Services. During the term of this Agreement, Company will provide City the following Standard Maintenance Services for the Software:

a. Corrections of substantial defects in the Software so that the Software will operate as described in the user manuals listed above, as modified by the City's Specifications, set forth in Exhibit "A" of the Software License Agreement.

b. Periodic updates of the Software that may incorporate (A) corrections of any substantial defects; (B) fixes of any bugs; (C) enhancements to the Software; and (D) upgrades to user manuals as sets out above.

c. Telephone support, including dial-up support, between the hours of 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excluding City of Fort Collins holidays, to assist City in using the Software.

d. In the event of emergencies, or systems failures caused by Company's software upgrades which occur outside of the designated support hours established by Section 3(c), telephone support, including dial-up support, twenty-four (24) hours per day, seven (7) days per week for the term of the Agreement.

e. Maintenance at Company's office of a test version, including a test database, for the most recent version of City's Software.

4. On-Site Support

Company, upon receipt of a written request from City, will provide City On-Site Support at a mutually agreed time. City agrees to pay Company's costs associated with the provision of on-site support, including charges for (i) Company's personnel; (ii) charges for travel, lodging and miscellaneous expenses (if personnel must travel more than 75 miles) in accordance with City guidelines for travel expenses; and (iii) applicable taxes.

5. Training

Upon receipt of a written request from City, Company will provide Training at a mutually agreed time at the offices of City, unless City agrees to receive the Training elsewhere. City agrees to pay Company all costs associated with this Training in accordance with costs reflected in Exhibit "C", Pricing Quotation, including (i) charges for Company's personnel, which may include a surcharge for training conducted at City's location; (ii) charges for travel, lodging and miscellaneous (if personnel must travel more than 75 miles) in accordance with City guidelines for travel expenses; and (iii) applicable taxes.

6. Maintenance Fee

a. *Warranty Period.* Company will not charge City any Maintenance Fee for the Warranty Period, as defined in City's Software License Agreement for the Software.

b. *Amount of Fee.* City agrees to pay Company an annual Maintenance Fee, the amount set forth in Exhibit "C", Pricing Quotation for Standard Maintenance Services provided by Company pursuant to this Agreement. The amount charged for these services shall not increase by more than five (5) percent from one year to the next, in the event of renewal.

7. Payment Terms

City agrees to pay Company by thirty (30) days after receipt by City of invoices for agreed upon fees.

8. Obligations Of City

a. *City Contact.* City shall notify Company of City's designated City Contact. To the maximum extent practicable, City's communications with Company will be through the City Contact.

b. *Installation.* City agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and in order of receipt from Company.

c. *Facility and Personnel Access.* City agrees to grant Company reasonable access to City's facilities and personnel concerned with the operation of the Software to enable Company to provide services.

d. *No Modification of Software.* City agrees not to modify, enhance or otherwise alter the Software, unless and only to the extent such modification, enhancement or other alteration is specifically authorized in the user manuals identified in this Agreement or through the consent of Company.

e. *Error Documentation.* Upon detection of any error in the Software, City, as requested by Company, agrees to provide Company a listing of output and any other data, including databases and backup systems, that Company reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

9. Termination

City shall have the right to terminate this Agreement at any time upon giving thirty (30) days notice to Company. Upon termination, City shall be entitled to a pro rata refund. Company shall have the right to terminate this Agreement and all services provided pursuant to this Agreement (i) upon termination of City's Software License Agreement by either party for any reason; and (ii) if City violates any provision of this Agreement and City fails to cure such violation within fifteen (15) days after receipt of written notice from Company.

10. Indemnification

Company shall indemnify and hold harmless City, its officers, agents and employees against and from any all actions, suits, claims, demands or liability of any character whatsoever arising out of, resulting from, or occurring in connection with the performance of any services hereunder.

11. Insurance

Company agrees to maintain workers' compensation and employer's liability insurance at the statutory limits. Company will also maintain a commercial general liability policy in the amount of $500,000.00 per occurrence; $1,000,000.00 aggregate' $1,000,000.00 products and completed operations aggregate

12. Source Code

The uninterrupted availability of the Software is critical to City in the operation of its business. Company agrees to provide the source code to the Information Services Director of City.

13. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises due to any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

14. 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 thereof.

15. 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.

16. Notices

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

COMPANY:	WITH A COPY TO:	CITY:
	City of Fort Collins Attn: Purchasing P.O. Box 580 Fort Collins, CO 80522	City of Fort Collins Attn: Purchasing P.O. Box 580 Fort Collins, CO 80522

17. General Provisions.

a. *Complete Agreement.* This Agreement, its attachments, the City's Request for Proposal and the Company's Response to the Request for Proposal are the complete and exclusive statement of the agreement between the parties, which supersedes and

merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

b. *Order of Precedence.* In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence to the later dated document. Unless otherwise agreed to by both parties, document precedence shall be as follows: (1) the Software License Agreement; (2) the Request for Proposal; (3) the Company's response to the Request for Proposal.

c. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that address for notice may be changed as provided in section 13.

d. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. *Severability*. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. *Survival.* All provisions of this agreement that by their nature would reasonably be expected to continue after the termination of this Agreement will survive the termination of this Agreement.

g. *Governing Law*. This Agreement and performance hereunder shall be governed by the laws of the State of Colorado. Venue for any cause of action arising hereunder shall be in Larimer County, Colorado.

h. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

THE CITY OF FORT COLLINS, COLORADO

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

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

[Insert Corporation's name] or
[Insert Partnership name] or
[Insert individual's name]
Doing business as ____[insert name of business]

By:_____

_____
PRINT NAME

_____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date:_____

ATTEST: (Corporate Seal)

_____
CORPORATE SECRETARY