



Financial Services
Purchasing Division
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REQUEST FOR PROPOSAL (RFP) 8179 BROADBAND STRATEGIC PLAN- FEASIBILITY ANALYSIS

The City of Fort Collins (City) is requesting proposals from qualified firms to provide support to the City's Broadband Strategic Plan project. The proposal will include supporting City staff in the following areas: A) assessment of the current state of community assets that may contribute to the availability of improved broadband services; B) developing objective, structured broadband service demand market research; C) conducting financial feasibility and risk management analysis of selected broadband strategies; and D) creating a structured evaluation of the strengths and weaknesses of a variety of alternative broadband service strategies available to the City in a manner that supports selection of a preferred recommended strategy to be reflected in the final plan. The selected firm will provide assistance to City staff and work collaboratively with other consulting teams currently supporting the project to develop the complete set of final Broadband Strategic Plan project deliverables.

As part of the City's commitment to Sustainable Purchasing, proposals submission via email is preferred. Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB and e-mailed to: purchasing@fcgov.com. If electing to submit hard copy proposals instead, seven (7) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. **Proposals must be received before 3:00 p.m. (our clock), October 26, 2015 and referenced as Proposal No. 8108.** 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. **Please note, additional time is required for bids mailed to the PO Box to be received at the Purchasing Office.**

The City encourages all Disadvantaged Business Enterprises (DBEs) to submit proposals in response to all requests for proposals. No individual or business will be discriminated against on the grounds of race, color, sex, or national origin. It is the City's policy to create a level playing field on which DBEs can compete fairly and to ensure nondiscrimination in the award and administration of all contracts.

Questions concerning the scope of the RFP should be directed to the Project Managers, SeonAh Kendall at (970) 416-2164 or skendall@fcgov.com and Andrés Gavaldón at (970) 221-6608 or agavaldon@fcgov.com.

Questions regarding RFP submittal or process should be directed to Jill Wilson, Buyer at (970) 221-6216 or jwilson@fcgov.com.

All questions must be submitted in writing via email to SeonAh Kendall and Andrés Gavaldón, with a copy to Jill Wilson, no later than 5:00 PM our clock on October 16, 2015. Questions received after this deadline will not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

A copy of the RFP may be obtained at www.rockymountainbidsystem.com.

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. All provisions of any contract resulting from this request for proposal will be public information.

New Vendors:

The City requires new vendors receiving awards from the City to fill out and submit an IRS form W-9 and to register for Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference Documents.

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.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

Sustainability: Consulting firms/teams participating in the proposal are to provide an overview of the organization's philosophy and approach to Sustainability. The City of Fort Collins incorporates the Triple Bottom Line into our decision process by including economic (or financial), environmental, and social factors in our evaluation.

The selected Service Provider shall be expected to sign the City's standard Agreement **without revision** prior to commencing Services (see sample attached to this Proposal).

Sincerely,

Gerry S. Paul
Director of Purchasing & Risk Management

REQUEST FOR PROPOSAL (RFP)
8179 BROADBAND STRATEGIC PLAN- FEASIBILITY ANALYSIS

I. INTRODUCTION

Through the City of Fort Collins' ("City") 2015 – 2016 Strategic Plan, the community has identified the importance of encouraging the development of reliable and cost-effective next generation broadband ("broadband") services. As such, the City's 2015-2016 approved budget includes the evaluation of advanced broadband services. "Next generation" broadband services are becoming available in a number of cities across the country; examples include Chattanooga, Kansas City, Lafayette, and Lawrence. Early evidence suggests that next generation broadband services have a net positive economic and social impact to local economies, while enhancing a community's quality of life through expanded innovation opportunities, workforce development training, the narrowing of the digital and/or economic divide, and improved organizational operation efficiencies.

The City's Broadband Strategic Plan will:

- Develop a shared understanding within the community regarding the value of next generation high-speed broadband services;
- Engage and educate the public regarding the technology of delivering broadband;
- Determine the community's needs and desires regarding Broadband;
- Identify and evaluate benchmark communities' case studies in regard to various broadband options the City should consider;
- Evaluate the broadband market locally;
- Analyze implementation scenarios evaluated through modeling; and
- Collect and present analysis results and options to the community for feedback

The Broadband Strategic Plan is structured into phases. The first phase focuses on public engagement and education, community needs assessments, and community visioning regarding broadband services. Professional services have been procured separately through RFP 8108 – Broadband Engagement Services.

The City is seeking qualified firms to support the Feasibility Phase of its Broadband Strategic Plan project.

The Feasibility Phase work will focus on creating a structured evaluation of the wide range of strategies available to the City to facilitate the availability of "Next Generation" broadband service in Fort Collins. This will include inventory of assets, objective market demand research, financial modeling and feasibility, and strategic/financial/technological risk analysis, and other supplemental assessments as necessary to support evaluation of strategies that may require significant financial and/or resources commitment by the City. Included in the Feasibility Phase should be assessments of various strategies and their suitability with consideration of other factors such as responsiveness to current and projected community needs, alignment with community values, and support for community economic, social and environmental health.

The City expects to enter into a Professional Services Agreement (Agreement) with the awarded firm. The anticipated terms and conditions of the Agreement are set forth in attached Exhibit "A", Sample Professional Services Agreement, consisting of eight (8) pages and incorporated herein by reference; however, the City may include additional terms and conditions in the Agreement as deemed necessary.

II. BACKGROUND AND PROJECT DESCRIPTION

The City of Fort Collins is a full-service municipality that operates under the Council/Manager form of government. The City's mission, vision and values provide the foundation for the City of Fort Collins' 2015-2016 Strategic Plan's seven key outcome areas: Community and Neighborhood Livability, Culture and Recreation, Economic Health, Environmental Health, Safe Community, Transportation and High Performing Government. The City's strong commitment to providing world-class municipal services for an exceptional community underlies every strategic objective. More information about the City's Strategic Plan can be found at: <http://www.fcgov.com/citymanager/pdf/strategic-plan-2015.pdf>

The City of Fort Collins 2015 – 2016 Strategic Plan Objective 3.11 encourages the development of reliable and cost-effective ultra high speed internet services throughout the community. For the purpose of this RFP, broadband and Next Generation Broadband are used interchangeably. As the demand for more advanced, reliable and affordable broadband services rises, the City must define its ongoing role in ensuring access is provided. Employing the research driven outcomes, the City is committed to maintaining and enhancing the quality of broadband services that currently exists. Additionally, research indicates that broadband is critical for the success in the following areas:

- Economic health
- Organizational effectiveness
- Public safety
- Underserved citizenry
- Workforce development
- Education and institutional partnerships

The City of Fort Collins has a population of approximately 155,000. It is the home to Colorado State University with approximately 26,000 students. More information about the City of Fort Collins can be found at <http://www.fcgov.com/business/community.php>

The City has a history of highly integrated, comprehensive planning for a wide variety of City services. Past planning efforts have not yet addressed telecommunications and broadband services. More information regarding the City's comprehensive planning efforts is available at <http://www.fcgov.com/planfortcollins/>

The City also makes certain GIS data sets available on line that may be helpful to firms responding to this RFP. This data is available at <http://www.fcgov.com/gis/downloadable-data.php>.

III. PROJECT DELIVERABLES

The following are Deliverables for the Feasibility Phase and are detailed in the Scope of Services in the RFP:

- City of Fort Collins Asset Report and Map(s)
- Target Broadband Standards Report
- Broadband Service Market Demand Report
- Feasibility Analysis
- Strategic, Financial, Operational and Technological Risks and Opportunities Report
- Broadband Strategic Plan Synopsis and Recommendation Report

IV. SCOPE OF SERVICES

The Scope of Services shall include the following deliverables:

Deliverable 1 – City of Fort Collins Asset Report and Map(s)

Evaluate the City's current broadband network capabilities. To the extent possible, compare the City's existing network with incumbent providers' networks for possible synergies and/or gaps. Perform a technical evaluation of the City's existing fiber-optic network resources and its ability to expand to provide broadband services. Reflect existing fiber strand availability, fiber strand characteristics, geographic usability and cable route space capacity. In conjunction with the fiber network, evaluate the City's Tropos WiFi capability to identify efficiencies and future capabilities.

Deliverable 2 – Target Broadband Standard(s) Report

Define and justify reasonable standards (capacity, throughput, quality of service/reliability, etc.) for multiple applicable classes of next generation broadband services.

Deliverable 3 - Broadband Service Market Demand Report

Develop market research methodologies with the purpose of:

- Identifying unique needs (services) by sector of population and/or geographical area.
- Estimating demand and take-rate assumptions by sector(s).

Proposals should describe the various methodologies utilized, and also describe the level of support expected from City staff to support this task. The market research must address both residential and business sectors, and should include, but not be limited to:

- Residential consumers
- Economically disadvantaged populations
- Large employers
- Small and medium sized businesses
- Healthcare service providers
- Multi-tenant property owners
- K-12 Education
- Higher Education
- Local government and non-profit organizations
- Businesses, residents, property owners, and developers that have interests in distinct geographic areas such as:
 - Downtown Fort Collins
 - North College Avenue
 - Midtown and the Mason Street Corridor
 - Mountain Vista Subarea
 - Harmony Corridor

The market research results should be structured in a way to support feasibility analysis work defined in Deliverable 4 (below).

Deliverable 4: Feasibility Analysis

Develop a feasibility analysis model that will compare the various business models (strategies) across the broadband continuum.

Business Models (strategies) should include at a minimum, but not be limited to:

- Status quo
- Policy change
- Dark fiber leasing
- Open access
- Municipality-owned and controlled
- Public-Private Partnership(s)

This deliverable should include at a minimum, but not be limited to:

- Capital investment required (amount, timeframe, responsible party, etc.)
- Additional assets required (alignment with Asset Inventory)
- Potential Services and Partners (aligned with assessment and identifying strategic impact and cash flows)
- Operations & Maintenance (amount, timeframe, responsible party, etc.)
- Repair
- Customer Service
- Installation
- Marketing
- SG&A (personnel, professional services, supplies, etc.)
- Financials (Net Income, Balance Sheet & Cash Flow) over ten (10) years
- Additional items:
 - Due diligence on revenue and uptake rates
 - Forecasts for future utilization
 - Competition impact (risk)
 - In-depth cost analysis and leverage opportunities
 - ROI, breakeven and NPV analysis
 - Opportunity cost analysis.

It is the intent of this analysis to evaluate strategies that contribute to the availability of fiber-to-the-premise based next generation broadband services as well as other technologies as appropriate. This analysis should go beyond a general description of the model and speak to specific broadband applications, opportunities, challenges, and necessary success factors to help assess the degree such a model could be viable within the current context of the Fort Collins community. Evaluation of other public-private partnership models that may be identified by the Consultant is highly desirable.

The feasibility analysis methodology should allow creation of a market-driven demand-planning tool that is flexible and allows for mutations of the various strategies depending on certain variables, rather than a detailed business plan of a single option.

NOTE: The City of Fort Collins requires underground installation of all electric utility and telecommunications infrastructure. Proposals should describe the basis and methodology for estimating the physical plant construction cost assumptions used in the financial feasibility analysis. It is highly desirable that the firm has proven experience in accurately estimating design and construction costs for underground FTTP systems. It is also highly desirable the firm has practical knowledge of any innovative construction techniques that may have the potential to significantly decrease construction costs relative to those associated with convention horizontal boring techniques.

Deliverable 5: Strategic, Financial, Operational and Technological Risks and Opportunities Report.

For each of the broadband service models evaluated in the Feasibility Analysis (Deliverable 4), develop a SWOT analysis with a minimum, but not limited to:

- Significant strategic risks
- Significant financial risks (ex. stranded assets, interest rate volatility, etc.)
- Significant operational risks (ex. video resource requirements, co-location opportunities, etc.)
- Significant technological risks (ex. fiber obsolescence, coax or DSL breakthrough, micro-trenching opportunities, etc.)
- Significant opportunities that could be accepted, encouraged or exploited
- Known ways to minimize and mitigate risks

Deliverable 6: Broadband Strategic Plan Synopsis and Recommendation Report

The Broadband Strategic Plan Synopsis and Recommendation Report will take a holistic approach that is comprised of several sections, including:

- An analysis of the goals stated in the City's Broadband Strategic Plan. The area of emphasis should be on assumptions, timelines or expectations that need to be reconsidered or changed.
- A multifaceted analysis of the data from Deliverables 1 - 5 that highlights alignment or dissonance with the City's Broadband Strategic Plan as follows:
 - Models evaluated
 - Risks enumerated
 - Opportunities identified
 - Strategic plan alignment (City Plan, Downtown Plan, etc.)
 - Inventoried asset utilization
 - Market demand
- Recommendation outlining a plan of how the City develops a holistic, long-term approach to achieving the City's Broadband Strategic Plan.

V. MEETINGS AND PUBLIC PROCESS

The project will be a collaboration of City staff, key stakeholders and the selected firm, requiring coordination and review throughout the project. The selected firm will be expected to participate in several types of meetings; however, not all members of the firm may need to attend all meetings. City staff anticipates that an overall strategy for stakeholder involvement will be developed in a collaborative process with the selected firm.

- A. Initial Coordination Meeting:** At this meeting, the City and the firm will finalize a detailed schedule of the project, identify important milestones with target dates, and finalize a detailed Scope of Services.
- B. Progress Meetings:** Progress meetings will be held periodically throughout the project. These meetings may occur via conference call or face-to-face at the City's discretion.
- C. Key Stakeholder Meetings:** The City anticipates there may be a number of key stakeholder meetings. The final key stakeholder involvement plan will be collaboration between City staff and the selected firm.

- D. City Council Presentations:** The firm shall plan to attend at least one meeting with City Council to present the final version of the Broadband Strategic Plan, where City Council will adopt the plan.

VI. AREAS OF EXPERTISE

The City is looking for interdisciplinary teams that possess the following areas of expertise in order to assist in achieving the above outcomes. All proposal submissions should demonstrate a clear understanding, experience, and capability in these areas of expertise.

- A. Industry Experience:** The firm must possess relevant experience in developing community telecommunications needs assessments, broadband service business plans, and system design engineering studies for fiber-to-the-premise based “next generation” broadband services.
- B. Community Engagement:** The firm shall possess proven experience working with public sector agencies and diverse community stakeholders.

VII. SUBMITTAL REQUIREMENTS

The following information must be included in the proposal and will be evaluated according to the criteria annotated in Section XII of this RFP. Required proposal documents must be arranged in the order listed below. Proposals shall be limited to twenty five (25) pages. The City reserves the right to reject any proposal exceeding these limits or omitting any submittal requirement.

SCOPE OF PROPOSAL/DELIVERABLES

- 1. Consultant Background:** A brief history and background of the firm, including years providing services similar to the scope and specifications described in the RFP.
- 2. Project Approach:** A brief description of the firm’s approach to delivering each outcome described in section IV of the RFP. List any changes, modifications, or enhancements to the Deliverables.
- 3. Scope of Services:** A brief summary of the proposed Scope of Services; relating it to the Scope of Services detailed in this RFP and any changes, modifications, or enhancements. Acknowledge consent to adhere to the attached sample Agreement.

ASSIGNED PERSONNEL & AVAILABILITY

- 4. Project Manager:** Name the primary project manager on the team. The project manager should have experience presenting to elected officials and managing stakeholder outreach. Confirm project manager is available to attend all City Council presentations and stakeholder events.
- 5. Project Team Roles and Responsibilities:** Describe the roles and responsibilities of each key team member. Please connect this to the areas of expertise identified in section VI of the RFP. Include a resume of the key personnel anticipated to work on the project. Are other qualified personnel available to assist in meeting the project schedule if required?

SUSTAINABILITY/TBL METHODOLOGY

- 6. Sustainability:** Provide an overview of the firm's philosophy and approach to Sustainability. In no more than one (1) page, please describe how your firm strives to be sustainable in the use of materials, equipment, vehicles, fuel, recycling, office practices, etc.

COST AND WORK HOURS

- 7. Project Budget:** A matrix, chart, or table describing the proposed cost and allocation of resources for each key team member. Please connect this to the areas of expertise identified in the RFP. The proposal should include pricing for each Deliverable, detailing the assigned personnel by discipline, hours, and hourly rate for each task required by the Scope of Services.

FIRM CAPABILITY

- 8. Relevant Experience:** Provide three (3) examples of similar work conducted by key project team members for either public or private clients, ideally within the last five (5) years. Each example shall include a brief description of the project, if project was completed on-time, list of deliverables, outcomes, and references. Include the name and address of each referenced company, as well as the name, title, and phone number of the referenced contact person.
- 9. Additional Material:** Any additional material that differentiates your firm from potential competition. Please limit this section to one (1) page.

VIII. COMPENSATION

Compensation for these services shall be on an Hourly Rate and Reimbursable Direct Cost Basis. The final compensation will be negotiated with input from the selected firm based upon the mutually agreed upon Scope of Services.

IX. PROPOSAL GUIDELINES

The City assumes no responsibility for liability for any costs firms may incur in responding to this RFP; including attending meetings, interview sessions and/or contract negotiations.

In evaluating the proposals, the City may seek information from a Proposer to clarify their proposal. In that event, Proposer must submit written and signed clarifications and such clarifications shall become part of the proposal.

All proposals shall remain subject to initial acceptance ninety (90) days after the day of submittal.

This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the City.

Commodity Codes used for this RFP include:

- 91827: Community Development Consulting
- 91830: Computer Network Consulting
- 91832: Consulting Services (Not Otherwise Classified)
- 91846: Feasibility Studies (Consulting)

X. SCHEDULE

The following is a proposed timetable developed for this project. Firms will be notified of any significant changes which might occur.

ITEM:	DATE:
Question due to the City	October 16, 2015 5:00 p.m.
Submittal Deadline	October 26, 2015 3:00 p.m.
Interviews (at City's option)	Week of November 9, 2015
Contract Signing	Week of November 23, 2015
Project Completion	No later than December 31, 2016

XI. AUXILIARY DOCUMENTS

- City of Fort Collins, www.fcgov.com
- City of Fort Collins - Strategic Plan, www.fcgov.com/citymanager/pdf/strategic-plan-2015.pdf
- City of Fort Collins – Broadband, www.fcgov.com/broadband
- Colorado State University, www.colostate.edu

XII. REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written proposals and 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/Deliverables	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and deliverables required by the project? Are there any exceptions to the Scope of Services or Agreement?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications 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 manager available to attend meetings as required by the Scope of Services?
1.0	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line methodology in both their Scope of Services for the project, and their day-to-day business operating processes and procedures?
2.0	Cost and Work Hours	Does the proposal included detailed cost break-down for each cost element as applicable and are the costs competitive? 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 by each project task or phase?
2.0	Firm Capability	Does the firm have the resources, financial strength, capacity and support capabilities required to successfully complete the project on-time and in-budget? Has the firm successfully completed previous projects of this type and scope?

XIII. REFERENCE EVALUATION (TOP RATED FIRM)

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 Services 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 Services completed within the project budget?
Job Knowledge	Were problems corrected quickly and effectively?

EXHIBIT A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

*(For informational purposes, do **not** fill in or submit with proposal)*

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. Irrespective of references in Exhibit A to certain named third parties, Professional shall be solely responsible for performance of all duties hereunder.
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. This Agreement shall commence _____, 200_____, and shall continue in full force and effect until _____, 200_____, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Written notice of renewal shall be provided to the Professional and mailed no later than thirty (30) days prior to contract end.
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:	Copy to:
	City of Fort Collins	City of Fort Collins
Attn:	Attn:	Attn: Purchasing Dept.
	PO Box 580	PO Box 580
	Fort Collins, CO 80522	Fort Collins, CO 80522

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 insurance in accordance with Exhibit , consisting of one (1) page, attached hereto and incorporated herein.

6. Compensation. 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. 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.

9. 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.
10. Subcontractors. Professional may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the city, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Professional.
11. Personal Services. It is understood that the City enters into the 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 the 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. 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) pages, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

By: _____
Gerry Paul
Director of Purchasing & Risk Management

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

PROFESSIONAL

By: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

**EXHIBIT
INSURANCE REQUIREMENTS**

1. The Professional will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

“The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins.”

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Professional, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Professional under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:
 - A. Workers' Compensation & Employer's Liability. The Professional shall maintain during the life of this Agreement for all of the Professional's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. Commercial General & Vehicle Liability. The Professional shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Professional shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.
 - C. Errors & Omissions. The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.

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.