



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 7465 WASTE REDUCTION & RECYCLING MASTER PLAN

The City of Fort Collins is requesting proposals from qualified firms to conduct a communitywide planning process and prepare a long-term "Road to Zero Waste" plan.

Proposals may be submitted by E-mail in Microsoft Word or PDF format. E-mail submittals shall be e-mailed to: purchasing@fcgov.com. If submitting hard copy proposals, five (5) 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 4, 2013 and referenced as Proposal No. 7465.** 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, Susie Gordon, Environmental Services Department at (970) 221-6265 or sgordon@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
7465 – WASTE REDUCTION AND RECYCLING MASTER PLAN
SCOPE OF WORK**

1. Introduction

Throughout the country, communities like Fort Collins are charting a new course for managing the local waste stream that is aimed at reducing waste disposal in landfills or incinerators. Fort Collins has achieved a 47% waste diversion rate by measuring, identifying, and analyzing the discarded materials generated by our industrial, commercial, and residential sources in order to strategically divert waste. The underlying principles of this approach, and new information for how to implement it, will be described and documented in 2013 during a planning process that involves a cross-section of members of the Fort Collins community. A goal that was set in 1999 to divert 50% of Fort Collins' waste from landfills will be revisited, updated to reflect community aspirations, and submitted to the City Council for adoption in 2013.

Consultants are invited to respond to Fort Collins' Request for Proposal who are: experienced in long-term planning projects for waste reduction and recycling; skilled at working with a diverse set of stakeholders to develop outcomes; and, familiar with innovations for waste goals and management that are being implemented in other communities.

Public Involvement

Citizens and elected representatives in Fort Collins have consistently expressed support for strong programs, local regulations, and recently, the construction of a new Integrated Recycling Facility (under construction in 2013) that was approved in order to enhance waste reduction and recycling. As planning for the waste reduction and recycling master plan gets underway, the selected consultant will help provide the community with ample opportunity to influence recommendations as they are being formed. Additionally, the private sector plays a variety of important roles in collecting and processing discards for the greater Fort Collins area; businesses and companies will be actively welcomed to participate in discussions and recommendations about Fort Collins' "Road to Zero Waste Plan".

During the course of the project, the consultant will help to coordinate and host at least two (2) public Open Houses, attending up to three (3) meetings with the City Council or other community interest groups in Fort Collins, such as the Natural Resources Advisory Board or Air Quality Advisory Board, and at least three (3) meetings with a specific group of stakeholders that will be convened by staff to provide ongoing input into the master plan.

Elements to Long-Term Plan

Among key issues that will be reviewed during the planning process is the City's relationship with Larimer County Solid Waste Department and the Board of County Commissioners. By virtue of partial ownership in the Larimer County Landfill, along with the neighboring city of Loveland, the future of Fort Collins' waste disposal system is

inherently intertwined with much of the north-central Colorado region. Opportunities for working collectively with Larimer County and City of Loveland, as well as other regional partner agencies, will be addressed in the waste reduction and recycling plan.

Fort Collins' master plan (City Plan) will serve as the "parent" document for the Road to Zero Waste, especially recently augmented sections of City Plan concerning waste reduction and recycling. The consultant will work closely with City departments to ensure alignment with adopted land use plans, stewardship of municipal assets and utility service, and visions for Fort Collins as a sustainable community of the future.

Other community values that will be reflected in a new City goal and long-term plan include:

1. Expanded re-use, recycling and composting to recover material resources from discarded wastes, which also create jobs and local revenue
2. Support for climate protection that align with Colorado's statewide goal to reduce greenhouse gas emissions by 80% below 2005 levels by 2050
3. Increased reduction of waste at the source as a fundamental approach
4. Appropriate collection systems for more types of discards, with attention to "carbon footprints" for transportation methods
5. Consideration for source separation of material resources if it can help optimize recovery
6. Application of Triple Bottom Line (TBL) evaluations, life-cycle analyses, and greenhouse gas emissions calculations to develop and prioritize implementation strategies
7. Product stewardship and extended producer responsibility programs that recognize that discarded products have value as potential feedstock, second-life products, and energy resources
8. Zero Waste programs based on the premise that waste generation represents an economic inefficiency that can be eliminated
9. Waste-to-Energy facilities that recover renewable energy from solid waste using conversion technologies such as bio-digestion, gasification and pyrolysis that have the potential to derive the highest resource value from waste materials
10. Use of recovered landfill gas as a fuel source
11. Inventory and analysis of the assets and liabilities inherent in public ownership of local facilities/infrastructure for managing local waste streams
12. Options for, and role of City in, establishing new infrastructure to best manage the community's waste stream, including the potential future Larimer County landfill

2. Project Schedule Overview

The study must be completed in six months, by November 1, 2013.

3. Scope of Work Considerations

Consultants are asked to submit proposals for delivering the following services, detailed below:

Planning Approach

Fort Collins' 144,000 residents and its businesses are served by at least 12 private collection companies that deliver to the Larimer County Landfill and two private landfills located outside of the county. Information about trash and recycling volumes that is documented by collection companies in mandatory reports to the City of Fort Collins is aggregated in reports that are available for use in this planning process. Notes from a public involvement event conducted by Larimer County (World Café) in 2011 will be provided. Waste stream studies that have been recently completed can be found on the City's website at fcgov.com/recycling/reports.

Deliverables

A final report will be submitted to the City of Fort Collins no later than November 1, 2013, including:

- An executive summary not to exceed two pages
- Recommendation for a new goal(s) to supplant the community's 1999 goal of diverting 50% of Fort Collins' waste stream from landfill disposal
- Policy foundation to put a new proposed goal into context, using recently reported data (annual waste diversion calculations, 2012 Waste Stream Study, etc.)
- Objectives that define approaches and mechanisms available for the City to take as a steward of the community's natural environment and public trust regarding appropriately managed waste streams
- Prioritized compendium of proposed strategies that will each be accompanied by a description, metrics to evaluate progress towards the goal, greenhouse gas emission reductions, and estimated costs for implementation
- Recommendations on how to develop or participate in a regional coalition that enhances the community's ability to address waste management targets
- Summary of community involvement actions and public comments received

All reports shall be submitted in electronic format along with five unbound, double-sided hard-copies printed on paper with 100% recycled content.

4. Consultation

The City of Fort Collins reserves the right to negotiate a modified statement of work with the selected consultant to best carry out the purposes of the study within the available budget.

There is a possible Phase Two to this project that may be initiated if additional funding becomes available. That work would be incorporated into the awarded Professional Services Agreement using the scheduled rates in the resulting Agreement. Such work would be incorporated into the Agreement by way of a Change Order process to be initiated by the City, and the Scope of Work for such would be as mutually agreed upon by the awarded Professional and the City.

A broad description of the type of work to be included under a Phase Two would be as follows:

Professional may be asked to briefly evaluate alternative waste-to-clean-energy options for the Fort Zed district.

Another example would be a detailed look at the feasibility for Larimer County landfill to accommodate new recycling and waste management practices at the facility.

All data collected in this study will become the property of the City. Confidential and proprietary information must be clearly marked as outlined in the Terms and Conditions of this document. The consultant will not publish results from this study in any form without prior approval of the City. The consultant will be prepared to respond to any questions or uncertainties the City might have about the completed data or other reporting, and to give other information, as requested, about the conceptual analysis.

5. Submittal Requirements

The City's intent is to choose the most qualified firm based upon approach, methods, qualifications and experience, availability, and general cost estimate. Once a firm is selected, a detailed scope of services will be developed. Of prime importance is the firm's flexibility in responding to services as requested by City staff during the planning process.

The final scope of services will identify a project schedule, tasks, deliverables, and expected expenditures by task. The scope will also indicate respective responsibilities of the consulting firm and City staff.

All respondents are required to include the following information in the submittal as a minimum. Respondents are to number and name each section as follows:

1. Methods and Approach - Describe your expected or recommended approach and tasks. Describe the anticipated interaction with the City. Provide an outline (i.e., timeline) of your anticipated schedule for completing consultant tasks.
2. Scope of Work Deliverables - Provide your Deliverables for the Scope of Work Considerations listed in this document.

3. Qualifications and Experience - Provide relevant information regarding previous experience related to developing a similar WASTE REDUCTION AND RECYCLING MASTER PLAN:
 - Number of years in the business.
 - Overview of services offered, qualifications
 - Names and location of similar projects. Three references of such projects, to include:
 - Service provided
 - Date of service
 - Client organization
 - Contact name and title, phone, and e-mail address of public agency reference(s) overseeing the planning effort.
 - Samples (preferably three via a web link or pdf files) of work products for similar projects.
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 subconsultants, and their individual areas of responsibility. A résumé for each professional and technical person assigned to the contract, including partners and/or subconsultants, 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 subconsultants with titles and their specific task assignment for this contract shall be provided in this section.
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.; and the total project cost.
8. Schedule of Rates and Cost by Task - Provide a schedule of rates and an anticipated cost of each task identified in the Scope of Work Deliverables section; including the preliminary and final reports, and the total project cost.

6. 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 PROFESSIONAL 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.

FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

BIDDER'S NAME: _____

SIGNATURE: _____

PRIMARY SERVICES ISSUES CONTACT: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

CELL: _____ **EMERGENCY:** _____

BACKUP: _____

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:

918-43 Environmental Consulting
925-35 Environmental Engineering

7. Compensation and Contract Process

1. After contract award, progress invoices shall be billed in monthly installments, subject to review and approval by the City's Project Manager. City payment terms will be Net 30 Days from receipt of invoice.
2. The selected Contractor shall be expected to sign the City's standard Professional Services Agreement prior to commencing Services (see sample attached to this Proposal).

8. Review and Assessment

Proposers 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?

Reference Evaluation (Top Ranked 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 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?

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

3. Contract Period. 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. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Professional and mailed no later than ninety (90) 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: Attn:	City: City of Fort Collins Attn: PO Box 580 Fort Collins, CO 80522	With Copy to: City of Fort Collins Attn: Purchasing Dept. PO Box 580 Fort Collins, CO 80522
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In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

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

6. Compensation. [Use this paragraph or Option 1 below.] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional a fixed fee in the amount of (\$) plus reimbursable direct costs. All such fees and costs shall not exceed (\$). Monthly partial payments based upon the

Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's actual reimbursable expenses. [Optional] Insert Subcontractor Clause Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City.

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

Hourly billing rates:

Reimbursable direct costs:

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

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

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

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

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

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

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

operate as a waiver of any rights or benefits provided to the City under this Agreement.

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

14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

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

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

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

a. As of the date of this Agreement:

1. Professional does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Professional will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program (the “Department Program”), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- b. Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
 - c. Professional is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Professional shall:
 1. Notify such subcontractor and the City within three days that Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease

employing or contracting with the illegal alien; except that Professional shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- e. Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- f. If Professional violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Professional shall be liable for actual and consequential damages to the City arising out of Professional's violation of Subsection 8-17.5-102, C.R.S.
- g. The City will notify the Office of the Secretary of State if Professional violates this provision of this Agreement and the City terminates the Agreement for such breach.

19. Special Provisions. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit " ", consisting of () pages, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

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

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

[INSERT PROFESSIONAL'S NAME] OR
[INSERT PARTNERSHIP NAME] OR
[INSERT INDIVIDUAL'S NAME] OR

By: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

ATTEST:

Corporate Secretary

(Corporate Seal)

EXHIBIT CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Contractor 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 Contractor has agreed to perform, the Contractor 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 Contractor 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 Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor 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 Contractor 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 Contractor 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 Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor 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 Contractor understands and agrees that the City’s remedies at law for a breach of the Contractor’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.