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
8177 PROCURE-TO-PAY WORKFLOW PROCESS ASSESSMENT

The City of Fort Collins is requesting proposals from qualified firms to partner with the City of Fort Collins to conduct an assessment of the procure-to-pay workflow process and to provide recommendations to optimize and enhance the process including identification of the project costs and benefits.

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, 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 must be received before 3:00 p.m. (our clock), October 23, 2015 and referenced as Proposal No. 8177**. 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 bid should be directed to Travis Storin, Accounting Director at (970) 416-2367 or tstorin@fcgov.com.

Questions regarding bid submittal or process should be directed to Gerry Paul, Purchasing Director at (970) 221-6779 or gspaul@fcgov.com.

All questions must be submitted in writing via email to Travis Storin , with a copy to Gerry Paul, no later than 5:00 PM our clock on October. Questions received after this deadline will not be answered.

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. In no more than two (2) pages please describe how your organization strives to be sustainable in the use of materials, equipment, vehicles, fuel, recycling, office practices, etc. 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
Purchasing Director

PROCURE-TO-PAY WORKFLOW PROCESS ASSESSMENT

I. PURPOSE

The purpose of this RFP is to solicit proposals from qualified firms to partner with the City of Fort Collins to conduct an assessment of the procure-to-pay workflow process and to provide recommendations to optimize and enhance the process including identification of the project costs and benefits.

It is the City's intent to use the information from this project to obtain budget approval for a separate RFP intended to implement the identified procure-to-pay process and system solution with the goal to eliminate manual paper-based processes, employ EDI where feasible and practical, improve cycle time, enhance accuracy, reduce cost, and establish key performance indicators (KPIs) to allow continuous improvement.

The objectives of this project include:

1. Evaluation/assessment of the status quo or current state procure-to-pay workflow, processes and JDE system utilization.
2. Identify ideal future state with recommendations for improvement including process changes, JDE enhancements, and third-party system solutions.
3. Provide budgetary estimates for JDE enhancements and third-party system solutions and associated cost savings.
4. Detail benefits of recommended future state for the procure-to-pay process.

II. BACKGROUND

The City of Fort Collins utilizes the JD Edwards EnterpriseOne Application Version 9.1, Tools release 9.1.5.2 for all financial processes. The City's purchasing process is decentralized for purchases less than $5,000 with departments authorized to release JDE purchase orders and use P-cards with set dollar and transaction volume limits. All purchases greater than $5,000 are executed by the City's Purchasing department.

The City's spend is diverse with greater than 55% service based. There is no defined "approved supplier list" and many purchases are "one-offs". Each department is responsible for completing the JDE receipt transaction upon receipt of the product/material or completion of services. Invoice receipt is decentralized with approximately 60% delivered to the department and not central Accounts Payable.

Accounts Payable manually completes the three-way match process to confirm the purchase order, receipt and invoice match prior to invoice payment. Approximately 55% of invoice volume and 80% of the spend is paid electronically via ACH.

The City's desired pay terms are Net 30 days, however, with decentralized invoice receipt, the City cannot currently provide timely invoice status.

A summary of transactions for 2014 follows:

1. Total 2014 spend
    a. <$5,000 Purchase Orders – $8.5M
    b. >$5,000 Purchase Orders – $240M
    c. P-Cards- $8M
    d. Payment Authorizations - $126M

2. Number of 2014 purchase orders
    a. <$5,000 – 10,500
    b. >$5,000 – 6,500
    c. P-Card transactions- 45,000
    d. Payment Authorizations – 19,000

3. Number of invoices processed in 2014: 60,000
4. Number of department Financial Liaisons: 40
5. Purchasing Department FTEs: 7.5
6. Accounts Payable FTEs: 3.5

III. SCOPE OF SERVICES

1) Status Quo/Current State Assessment

Assessment of current state procure-to-pay process including:

a. Interview financial management, Purchasing, Accounts Payable, Information Technology, Department Financial Liaisons and others to determine current state processes. Estimate 20 to 30 one-on-one interviews.

b. Prepare a detailed process flow chart illustrating and documenting the current accurate and complete procure-to-pay process including department-to-department process exceptions/variations.

c. For the current procure-to-pay process determine:
    i) The purpose and function of each step of the process
    ii) Consistency of processes department to department
    iii) The baseline cost in time and money.

2) Ideal Future State

Identify opportunities for improvement and propose an ideal future state procure-to-pay workflow process including:

a. Identify and evaluate the potential for improved effectiveness or efficiency in the procure-to-pay processes that could result from:
    i) The greater use of JDE functionality
    ii) Changes in the processes or workflow
    iii) Implementation of a JDE certified third party system solution.

b. Prepare and submit a new process flow that charts the future state of the procure-to-pay process consistent with:
    i) All recommended process improvements
    ii) Expanded use of JDE functionality
    iii) Implementation of a JDE certified third party system solution.

c. Prepare a detailed estimate of savings that would result when compared to the baseline cost in time and money.

3) JDE Certified Third Party System Recommendation

If the recommendations include implementation of a JDE certified third party system solution the consultant shall prepare a report identifying and discussing the following:

a. Identify at least three (3) alternative “best in class” JDE certified third party system solutions and prepare a comparison matrix detailing the features and benefits of each system.

b. Provide budgetary estimate for each phase of the third party system solution implementation including:
   i) Initial purchase and licensing
   ii) System implementation
   iii) Change management
   iv) Process and system documentation updates
   v) Training
   vi) On-going system maintenance and license fees.

c. Provide timeline showing the implementation schedule.

d. Prepare a detailed estimate of savings that would result when compared to the baseline cost in time and money.

4) Benefits

Prepare preliminary and final reports detailing the consultant’s current state assessment and ideal state recommendations including all of the elements detailed in paragraphs 1 through 3 above.

IV. Deliverables

- Preliminary assessment for City review/input
- Final assessment

V. Project Schedule

• Project award	November 2, 2015
• Preliminary Assessment	December 14, 2015
• Final Assessment	January 4, 2016

VI. INSTRUCTIONS TO CONSULTANTS

Submittal Requirements

Qualified consultants interested in performing the work described in this request for proposals must submit a complete proposal which addresses all elements of this RFP. A proposal that does not include all of the information required may be deemed incomplete and is subject to rejection. Responses must include all of the items listed below, in the order listed:

A. Executive Summary

The Executive Summary should highlight the content of the proposal and features of the services offered, including a general description of the services and any unique aspects or benefits provided by your firm.

B. Consultant Information and Experience

The Consultant should provide the following information:

1. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

2. Qualifications of your firm and qualifications and experience of the specific staff proposed to provide consulting services. A résumé or brief summary of education and experience for the staff to be assigned to the project. Please limit resumes to one-half page.
3. Describe the availability of project personnel to participate in this project in the context of the consultant firm's other commitments.
4. Provide a list of similar projects completed in the last five years by the key members of the proposed team.
5. References (current contact name, current telephone number and email address) from at least three other projects with similar requirements that have been completed within the past five years and that have involved the staff proposed to work on this project.

C. Fees

Consultant shall provide an itemized firm-fixed price for the assessment including the fee schedule and estimated hours. Reasonable expenses will be reimbursable as mutually agreed at cost.

D. Additional information

Consultant may provide any additional information the Consultant feels will assist the City's evaluation of the Consultant's proposal and qualifications.

E. Contacts

Direct questions related to proposal submittal, contracting or process to:

Gerry Paul – Director of Purchasing
City of Fort Collins
215 N. Mason St.
Fort Collins, CO 80522
(970) 221-6779
gspaul@fcgov.com

Questions related to the scope of work should be directed to:

Travis Storin – Accounting Director
City of Fort Collins
215 N. Mason St.
Fort Collins, CO 80522
(970) 416-2367
tstorin@fcgov.com

F. Schedule

Finance has established the target schedule shown below for the RFP. Finance reserves the right to amend the target schedule at any time.

- RFP Issuance: October 2, 2015
- Deadline for Questions: October 12, 2015
- Proposal Due: October 19, 2015
- Interviews (Optional): Week of October 26, 2015
- Contract start date: November 2, 2015

* Note: Interviews if conducted will be completed via WebEx or similar due to time constraints.

G. Length of Proposal

Limit the total length of your proposal to a maximum of 25 pages (excluding covers, dividers, and sample cost estimate). The Director of Purchasing may reject proposals received that are longer than 25 pages in length.

VII. REVIEW & 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. At the discretion of the City, interviews of the top rated firms may be conducted.

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 address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and outcomes required by the project? Are there any exceptions to the Scope of Work, 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?
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	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line methodology in both their Scope of Work 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 line-item 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?

Definitions
Sustainable Purchasing is a process for selecting products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This process is also known as "Environmentally Preferable Purchasing" (EPP), or "Green Purchasing".

The Triple Bottom Line (TBL) is an accounting framework that incorporates three dimensions of performance: economic, or financial; environmental, and social. The generally accepted definition of Andrew Savitz for TBL is that it "captures the essence of sustainability by measuring the impact of an organization's activities on the world…including both its profitability and shareholders values and its social, human, and environmental capital."

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 Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	a) If a study, did it meet the Scope of Work? b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

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

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

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

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

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 ($) plus reimbursable direct costs. All such fees and costs shall not exceed ($), in accordance with Exhibit " ", consisting of ( ) page , attached hereto and incorporated herein. 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.

7. 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 in accordance with Exhibit " ", consisting of ( ) page , attached hereto and incorporated herein, 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.

8. 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.

9. 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 then the established city standard.

10. 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.

11. 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.

12. 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.

13. Subcontractors. Service Provider 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 Service Provider.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

THE CITY OF FORT COLLINS, COLORADO

By: _____
Gerry Paul
Purchasing Director

DATE: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

PROFESSIONAL'S NAME

By: _____

Printed: _____

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.

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.