



Financial Services
Purchasing Division
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Fort Collins, CO 80522
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fcgov.com/purchasing

**REQUEST FOR PROPOSAL
9210 ARC RATED FLAME RETARDANT APPAREL
PROPOSAL SUBMISSION DEADLINE: 3:00 PM MT (RMPES Clock), NOVEMBER 11, 2020**

The City of Fort Collins is requesting proposals from qualified Vendors to provide Arc Rated Flame Retardant (AR FR) apparel for Fort Collins Light & Power Division.

As part of the City's commitment to Sustainable Purchasing, proposals should be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>. *Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by the system.*

All questions should be submitted, in writing via email, to Beth Diven, Buyer at bdiven@fcgov.com no later than 5:00 PM MST (our clock) on October 30, 2020. Please format your e-mail to include: RFP 9210 ARC Rated Flame Retardant Apparel in the subject line. Questions received after this deadline may 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.

Rocky Mountain E-Purchasing System hosted by Bidnet

A copy of the RFP may be obtained at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>.

This RFP has been posted utilizing the following Commodity Code(s):

200-31	Hazardous Environment Clothing
200-92	Work Clothes
340-34	Fire Protection Clothing

Prohibition of Unlawful Discrimination: The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its vendors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. **All provisions of any contract resulting from this request for proposal will be public information.**

Vendor Registration: The City requires new Vendors receiving awards from the City to fill out and submit an IRS form W-9 or W-8BEN/W8-BEN-E(international firms) and requires all Vendors to accept 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. **Please do not submit with your proposal; however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception.** The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

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.

The selected Vendor shall be required to sign the City's Services Agreement prior to commencing Services (see sample attached to this Proposal).

Sincerely,



Gerry Paul
Purchasing Director

I. BACKGROUND & OBJECTIVE / OVERVIEW

A. Objective

The City of Fort Collins is requesting proposals from qualified Vendors to provide Arc Rated Flame Retardant (AR FR) apparel for Fort Collins Light & Power Division.

B. Background

The National Fire Protection Association has recently stipulated in code NFPA 70E-2009 130.3.B that Arc Rated clothing and other Personal Protective Equipment (PPE) must be worn when employees are working with the Arc Flash Protection Boundary. The Occupational Safety and Health Administration (OSHA) has defined the maximum use limit for such clothing to be 11.1 calorie.

The City estimates that about 60-80 Light & Power employees will need to be supplied with AR FR apparel annually.

The City expects to enter into a Services Agreement (Agreement) with the awarded Vendor. The anticipated terms and conditions of the Agreement are set forth in attached Exhibit "A", Sample 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. In addition, at the option of the City and subject to satisfactory performance by the selected Vendor, the City anticipates the Agreement to be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals are subject to annual appropriation of funds.

II. SCOPE OF PROPOSAL

A. Apparel Specifications

AR FR apparel must comply with OSHA regulations for FR clothing. Apparel specifications, including recommended brand, apparel descriptions, size requirements and styles are referenced on a separate Excel file entitled "Pricing Schedule" that will accompany the RFP. Although the City will consider different brands, the proposed apparel **must** be equivalent to the type and styles of apparel annotated on the Pricing Schedule. The sizing listed on the Pricing Schedule spreadsheet is not meant to be all inclusive; the Vendor shall comply with additional sizing requirements if requested by the City.

B. Ordering Process

1. For each contract term, the City will submit a Blanket Purchase Order in early January for the calendar year which will facilitate payment for the items ordered from the Vendor within that same calendar year. The awarded Vendor should reference this Purchase Order number on each invoice submitted for that calendar year to facilitate prompt payment of all invoices.
2. Vendor will be available to provide apparel fitting/measuring of City personnel at City facility(s) for no additional cost as reasonably requested by the Fort Collins Utilities Department. It is the responsibility of the employee to try on apparel in order to ascertain proper sizing if needed. It will be the employee's responsibility to log onto their personal clothing account to order clothing needed for their specified

position. Section V- SAMPLE CLOTHING ACTION FORM. NOTE: This form may be modified at the City's discretion.

3. For large orders, Vendor will deliver in bulk to the City. Orders must be packaged separately by employee and labeled with the employee's name and "Light & Power Division" (unless another division is noted on the CLOTHING ACTION Form).
4. The City reserves the right to initiate single retail purchases on an as-needed basis and the Vendor will use the same Percent Markup provided on the Pricing Schedule.
5. For single retail purchases, the City of Fort Collins Procurement Card will be used. Presentation of the City Procurement Card at checkout will be sufficient to qualify the purchase for City contract pricing. All purchases are exempt from sales tax.
6. The Vendor recognizes online ordering is the preferred option and agrees to the setting up of individual City/Employee accounts.
7. The Vendor will provide the City Representatives, Gordon Cromwell and Cheryl Wagner, with an order confirmation within twenty four (24) business hours for every order placed, which will include the estimated delivery date(s).
8. If the Vendor is notified of a backorder from the manufacturer, the Vendor will notify the City Representatives within twenty four (24) business hours. To mitigate delays in communicating backordered items to the City, the Vendor is responsible for ensuring the manufacturer communicates estimated delivery dates to the Vendor in a timely manner.

C. Logos

When required, the City will source City logo silkscreen or embroidery services via a third-party provider after purchase of the article from the Vendor, at the City's expense, unless this service is provided in-house by the Vendor.

D. Delivery

Unless stated otherwise by the City, shipping on all orders is to be F.O.B. destination to the City of Fort Collins Utilities Service Center Warehouse, 700 Wood Street, Fort Collins, Colorado 80521.

The Vendor must arrange for all orders to be delivered within six (6) weeks after of receipt of order (ARO).

E. Pricing

Pricing changes will only be permitted at the time of Agreement renewal. Vendor will give a minimum of thirty (60) days written notice to the City prior to the date of renewal of any cost increase by the manufacturer.

Vendor's Percent Markup will remain firm for the duration of the Agreement.

No additional cost is to be charged for oversized and/or extended sized garments. Vendor is to make every effort to see that oversize garments are delivered in the same time frame as regular-size garments.

F. Returns

Silkscreened or embroidered items serviced from a third party are non-returnable, unless there is a manufacturer's defect in the garment.

In the event the manufacturer sizing is inconsistent and/or incorrectly labeled, Vendor agrees the City can return these items for credit with no restocking charge. In such event, Vendor will promptly order replacement(s).

The City agrees to pay freight to return non-logo item(s) when the City ordered in error.

G. Sustainability/TBL

Vendor is to ensure that all apparel supplied to the City is manufactured using Sweatshop-Free Labor.

H. Cooperative Purchasing

It is the intent of the City that the Vendor extend the Agreement to other public agencies who wish to use it to the extent that their purchasing guidelines permit; to include (but not limited to) Poudre Fire Authority, Larimer County, and Poudre School District.

I. Anticipated Schedule

The following represents the City's target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: October 16, 2020
- Question deadline: 5:00 PM MT on October 30, 2020
- Proposal due date: 3:00 PM MT (our clock) on November 11, 2020
- Interviews (tentative): Week of November 30, 2020
- Award of Contract (tentative): December 2020
- Service Start Date: January 1, 2021

J. Interviews

In addition to submitting a written proposal, the top-rated Vendors may be interviewed by the RFP assessment team and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section IV.

Because of recent events involving COVID-19, the City may use non-traditional methods for the optional interview phase of the assessment process. The City will receive and score written proposals. However, instead of traditional in-person interviews for the optional interview session, the City may opt to use alternate methods including, but not limited to remote interviews through a platform such as Microsoft Teams or Zoom.

K. Subcontractors

Vendors will be responsible for identifying any subcontractors in their proposal. Please note that the City will contract solely with the awarded Vendor; therefore subcontractors will be the responsibility of the Vendor.

L. Laws and Regulations

The Vendor agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances.

M. Invoicing and Payment

Invoices should be emailed monthly to invoices@fcgov.com with a copy to the Project Manager. The cost of the work completed shall be paid to the Vendor each month following the submittal of a correct invoice by the Vendor indicating at a minimum the project name, Purchase Order number, employee name, item description, and item quantity.

Payments will be made using the prices listed on the agreed-to Price Schedule. In the event a service is requested which is not listed on the Price Schedule, the Vendor and the City will negotiate an appropriate unit price for the service prior to the Vendor initiating such work.

The City pays invoices on Net 30 terms.

N. COVID-19 Compliance.

The Vendor and its subcontractors shall comply with all state, county, and local laws, ordinances, and public health orders established to reduce the spread of COVID-19, as applicable. The Vendor shall ensure employees and subcontractors with COVID-19 symptoms do not report to the job site. Vendor must organize work to ensure individuals minimize contact and maximize social distancing. Individuals must wear all standard worksite personal protective equipment (PPE). In addition, individuals should wear a mask or cloth face covering consistent with OSHA and other applicable safety requirements.

III. PROPOSAL SUBMITTAL

Please limit the total length of your proposal to a maximum of twenty-five (25) double sided or fifty (50) single sided 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Vendor Statement form). Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

Vendors are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Vendors propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Vendors include each of the City's questions with their response.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

A. Cover Letter / Executive Summary

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

Indicate your availability to participate in the interviews/demonstrations on the proposed dates as stated in the Schedule section.

B. Vendor Information

1. Describe the Vendor's business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm
6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s). Complete Section VI, Vendor Statement.

C. Scope of Proposal

1. List the brand of apparel proposed and describe your relationship with the manufacturer. Include how you plan to guarantee continuity of supply, quality, and price throughout the life of the resulting Agreement.
2. Provide documentation that demonstrates the proposed brand of FR clothing is Arc Rated.
3. Provide documentation or website links that assure the proposed apparel is manufactured using Sweatshop-Free Labor.
4. How will you ensure compliance with Covid-19 requirements?

D. Firm Capability & Assigned Personnel

1. Describe how the project would be managed and who would have primary responsibility for its timely and professional completion.
2. Describe the methods and timeline of communication your firm will use with the City's Project Manager and other parties.
3. Identify what portion of work, if any, may be subcontracted.
4. References (current contact name, current telephone number and email address) from at least three similar projects with similar requirements that have been completed within the past five (5) years and that have involved the staff proposed to work on this project. Provide a description of the work performed. The Vendor authorizes City to verify any and all information contained in the Vendor's submittal from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.
5. Please speak to the issues and/or opportunities related to the remote working situation. Specifically, what are ways to keep the project on schedule and still facilitate meetings with stakeholders and property owners?
6. What adjustments to your processes do you plan to make due to COVID-19?

E. Availability

1. State the Order Lead Time required After Receipt of Order (ARO) on the separately attached Pricing Schedule where indicated.

F. Sustainability/TBL Methodology

In concise terms (no more than two pages), please describe your organization's commitment to sustainability and supporting values. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.

Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects.

Some examples are provided below:

1. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems, air quality, renewable energy, sustainable building and design, construction materials management, and solid waste reduction.
2. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments, aging infrastructure, repurposing of existing facilities, and competing financial priorities.
3. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm's workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

G. Cost

Using the Pricing Schedule provided in a separate Excel file please submit the Manufacturer Cost, Percent Markup and Final Delivered Cost for each item listed on the spreadsheet. If embroidery and/or silk screen services are available in-house, please include the cost per character in the specified column.

H. Additional Information

Provide any information that distinguishes Vendor from its competition and any additional information applicable to this RFP that might be valuable in assessing Vendor's proposal.

Explain any concerns Vendor may have in maintaining objectivity in recommending the best solution. All potential conflicts of interest must be disclosed.

Exceptions to the Scope of Services and City Agreement (a sample of which is attached in Section VII) shall be documented.

IV. REVIEW AND ASSESSMENT CRITERIA

A. Proposal and Interview Criteria

Vendors 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 Vendors 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
3.0	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 results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement?
2.0	Firm Capability & Assigned Personnel	Does the firm have the resources, financial strength, capacity, and support capabilities required to successfully complete the project on-time and in-budget? Does the proposed product meet ARC requirements? What assurances does the Vendor provide that the apparel is manufactured using Sweatshop-Free Labor? Has the Vendor provided a description of their COVID compliance plan?
1.0	Availability	What is the Lead Time required to deliver the product After Receipt of Order (ARO)? Does the firm have an effective plan to timely report backorders?
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?
3.0	Cost & Work Hours	Does the proposal included detailed cost breakdown 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?

Reference Evaluation Criteria

Prior to award, the Project Manager will check references using the following criteria. Negative responses from references may impact the award determination.

CRITERIA	STANDARD QUESTIONS
Overall Performance	Would you hire this Vendor again? Did they show the skills required by this project?
Timetable	Were products delivered within the specified time frame? Were backorders communicated promptly?
Completeness	Was the Vendor responsive to client needs; did the Vendor anticipate problems? Were problems solved quickly and effectively?
Budget	Were orders invoiced according to the agreed upon pricing? Did the Vendor frequently request price increases?
Job Knowledge	Were orders delivered on time and in the format requested? Were products of good quality and free from fault? Were products consistent in quality color and durability of the length of your agreement?

V. SAMPLE CLOTHING ACTION FORM

Employee Name: _____

Daytime Phone: _____ Email Address: _____

~Catalog (check one):

FR Clothing

Non-FR Clothing

LOC / FC Dept (check one):

- _____ Electric Field Services
- _____ L&P Operations Services
- _____ Locates - EFS
- _____ UT Customer Connections
- _____ UT Elec Sys Design & IT Div

- _____ UT Electric Systems Eng Div
- _____ UT Standards Eng Div
- _____ Connexion:
- _____ Other: _____

Initial Balance: _____

Yearly Amount: _____

Email Completed Form to: Cheryl - chwagner@fcgov.com

VI. VENDOR STATEMENT

Vendor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP. Additionally, Vendor hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Vendor's knowledge and belief.
- b. Vendor commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Vendor further agrees that the method of award is acceptable.
- e. Vendor also agrees to complete the proposed 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.
- f. Vendor acknowledge receipt of ___ addenda.

Legal Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Name of Authorized Agent of Firm: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____ Email Address: _____

Phone: _____ Cell Phone: _____

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

VII. SAMPLE AGREEMENT (FOR REFERENCE ONLY – DO NOT SIGN)

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 "Service Provider".

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 Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit A, consisting of _____ (_____) page(s) and incorporated herein by this reference. Irrespective of references in Exhibit A to certain named third parties, Service Provider shall be solely responsible for performance of all duties hereunder.

2. **Contract Period.** This Agreement shall commence _____, 20_____, and shall continue in full force and effect until _____, 20_____, 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 _____ (_____) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.

3. **Delay.** If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

4. **Early Termination by City/Notice.** 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 Service Provider. 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:

Service Provider:	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 early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum. The City shall pay the Service Provider for the performance of this Contract, subject to additions and deletions provided herein, (\$) as per the attached Exhibit " ", consisting of page(s), and incorporated herein by this reference.
6. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.
7. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
8. 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.
9. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
10. Acceptance Not Waiver. 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 or cause of action arising out of performance of this Agreement.
11. Warranty.

- a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
 - b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
 - c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.
12. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.
13. 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.
14. 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.
15. Indemnity/Insurance.
- a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.
 - b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
 - c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider

shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit , consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Purchasing Director, P. O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

16. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.
17. 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.
18. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:
 - a. As of the date of this Agreement:
 1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Service Provider 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. Service Provider 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. Service Provider 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 Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
 1. Notify such subcontractor and the City within three days that Service Provider 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 Service Provider 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. Service Provider 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 Service Provider 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, Service Provider shall be liable for actual and consequential damages to the City arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.
 - g. The City will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the City terminates the Agreement for such breach.
19. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit - Confidentiality, consisting of one (1) page, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

By: _____
Gerry Paul
Purchasing Director

DATE: _____

ATTEST:

APPROVED AS TO FORM:

SERVICE PROVIDER'S NAME

By: _____

Printed: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT
(BID SCHEDULE/COMPENSATION)**

EXHIBIT INSURANCE REQUIREMENTS

1. The Service Provider 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 Service Provider 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 Service Provider, 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 Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider'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 Service Provider shall maintain during the life of this Agreement for all of the Service Provider'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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider has agreed to perform, the Service Provider 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 Service Provider 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 Service Provider shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider ceases to perform services for the City, or the City so requests for any reason, the Service Provider 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 Service Provider understands and agrees that the City's remedies at law for a breach of the Service Provider'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.