

REQUEST FOR PROPOSAL
P1141 Branding For Library District

The City of Fort Collins, acting on behalf of the Fort Collins Regional Library District (FCRLD), is soliciting proposals from marketing and communications companies to facilitate identity, branding and website redesign that will position the new Library District as an important community asset. Written proposals, six (6) will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524 on behalf of the Fort Collins Library District. Proposals will be received before 3:00 p.m. (our clock), on September 3, 2008. Proposal No. P1141. 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.

Questions concerning the scope of the project should be directed to FCRLD Project Manager Paula Watson-Lakamp, phone: (970) 221-6663, email: PWatson-Lakamp@fcgov.com

Questions regarding proposals submittal or process should be directed to David Carey, CPPB, Buyer- City of Fort Collins, phone: (970) 416-2191, email: dcarey@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
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

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

P1141 Branding for Library District Scope of Work

Objective:

Select a marketing and communications company to facilitate identity, branding and website redesign that will position the new Fort Collins Regional Library District (FCRLD) as an important community asset.

Library District Background:

The Fort Collins Regional Library District was formed in 2006 by a ballot approved by a 64% majority. The FCRLD officially broke away from the City of Fort Collins when the Intergovernmental Agreement (IGA) was signed on December 31, 2007. The FCRLD is a 1,780 square mile area within Northern Larimer County, Colorado, with boundaries that are essentially the same as those of the Poudre School District. The FCRLD reaches into Thompson School District on the south following the City of Fort Collins boundaries and does not include most of the Town of Wellington or the Red Feather Lakes area because they operate their own libraries. The FCRLD District is funded through a 3 mill property tax (approx. \$59 per year on a \$250,000 home). This pays for public library services to FCRLD residents.

The Fort Collins Regional Library District includes a Main Library, a joint-use branch and a third branch under construction. More than 2,700 people visit the libraries each day. The library offers a broad collection of books, movies, audiobooks and music; and sponsors diverse exhibits, presentations and performances. The FCRLD maintains cooperative programs with Front Range Community College, Colorado State University and the Poudre School District.

Main Library

The Main Library is located at 201 Peterson Street. The 34,000 square-foot facility houses a collection of more than 377,408 items. The Main Library circulates more than one million items per year. It includes the Gates Computer Learning Lab.

Harmony Library

The Harmony Library is a 30,000 square-foot facility, located at 4616 S. Shields Street. It is a unique joint use facility with Front Range Community College and contains 159,000 items in its collection. The Harmony Library circulates one million items per year. It includes the Harmony Library Electronic Learning Center.

New Branch Library

A new branch library is currently under construction at Front Range Village, a retail development at the corner of Ziegler and Harmony Roads. The 17,400 square-foot facility is scheduled to open in early 2009. It will provide residents in the most rapidly growing area of the FCRLD convenient access to popular, high-interest materials and services. This branch will be a unique neighborhood library with an emphasis in serving young families. Construction, furnishings and the collection are being funded by development fees collected by the City of Fort Collins under the management of the City in collaboration with FCRLD staff. Once the branch is completed, the FCRLD will assume ownership and operate the library for the benefit of District residents in this heavily populated southeast corner of the FCRLD.

Additional information can be found on the FCRLD website at www.fcgov.com/library

Scope:

The Fort Collins Regional Library District is finalizing its plan to address service priorities recently set through a community planning process. The FCRLD is in need of a distinctive image that will be able to be used for years to come. The change from a municipal library to a district requires a redefined image as it provides library services to a larger geographic area.

The FCRLD is currently seeking input from the communities it serves for a new name that encompasses the expanded responsibilities for areas beyond Fort Collins.

Project Description:**Identity & Brand**

The Fort Collins Regional Library District is interested in determining an identity and brand that creates a positioning philosophy and that generates a brand identity in the minds of residents, visitors, and local business.

The FCRLD is interested in a firm that has experience coordinating public surveys or other types of models in obtaining public opinion that would be used by the firm in determining branding, creating a logo, website design and gathering other information that might be important to the new District.

The FCRLD is seeking design services to create a new logo that represents the Library District. The logo must be versatile enough to work well in multiple uses, including print, web, signage and apparel.

Firms will be asked to submit samples of previous logo identity projects and branding strategies. Up to three (3) firms may be called in for brief a presentation of their other works to be made to the selection committee consisting of FCRLD management and Board of Trustee members. A firm will be selected based on relevant experience, portfolio samples, and other review and assessment criteria per the Request for Proposal (RFP) document.

The contracted firm would work with the FCRLD to develop powerful brand-building ideas and effective communication strategies, all of which reinforce the positioning and ensure brand equity and growth. Marketing audiences will be defined to better understand the creative outcomes of the brand process.

Website Redevelopment

A redesign of the Fort Collins Regional Library District website incorporating the new identity is also being sought. The contracted company will work with the FCRLD staff to determine the best way to invest in the look and infrastructure needed to maintain a dynamic and vibrant site. The company will need to be compatible with current library cataloging software and patron accessibility guidelines. The goal is to build the Library site into a high-traffic, interactive and user-friendly website for FCRLD communities and their residents, as well as pave the way for future growth of an intranet site for employees.

The FCRLD is currently undergoing a website usability study. Information gained from this study will be used to help the contracted company better understand the needs of the library.

Public Interest:

Public interest in this project is high. FCRLD is looking for a firm who has a high level of community involvement and is willing to donate a portion of their project time.

Cost:

Not to exceed \$30,000.00

Identity Colors:

2 PMS Colors and Black and White versions

Format:

FCRLD will only accept the final file in vector format (Illustrator)

Timeline:

Date	Goal
September 3, 2008	Proposals Due
September 10, 2008	Finalists Selected
September 17, 2008	Finalist Interviews
September 24, 2008	Firm Selected
October 6, 2008	FCRLD Board of Trustees meeting, District name finalized
October 15, 2008	Survey Work Complete
November 3, 2008	Identity Work Complete
December 3, 2008	Website Work Finalized

Dates and goals are subject to change.

Additional Background:**Information from the Branding Study recently done by the City of Fort Collins by North Star Destination Strategies for branding and identity redesign:**

Ask anyone in Fort Collins what you should do while you're there and they'll point west. The Poudre River, Horsetooth Reservoir and the immediate surrounding areas offer endless options for outdoor recreation – biking, hiking, rafting, kayaking, camping and scenic drives.

They will also point inward towards Old Town, the vibrant epicenter of Fort Collins where you can shop, eat, drink a freshly brewed beer, enjoy an outdoor concert, or simply watch the eclectic mix of people go by. A constant motif, evident everywhere you look, is bicycles. One can easily travel through town on a bike – and many choose to do so.

When exploring the culture in Fort Collins, a collective consciousness emerges which encompasses the outdoors, the arts, education, environmental concerns and a general appreciation for authenticity (microbrews, local shops/restaurants). As one resident put it, "...this is a happy place with good energy."

While there have been strong anti-growth sentiments, the majority of the community now supports a greater focus on economic development and recognizes its strengths and priorities in the following categories: software, hardware, biosciences, clean energy, agri-tech and all things "Uniquely Fort Collins" (restaurants, microbrews, rafting, arts/entertainment). Fort Collins also possesses incomparable brainpower, an excellent education system, a desirable quality of life

and vast open space – all important factors when competing for and retaining those companies and jobs that will ensure a diverse and prosperous economy.

Most of the economic growth in Fort Collins has been organic. The city is very supportive of local start-ups, and has been deemed the #1 town in the U.S. for entrepreneurs (per capita). Microbreweries are symbolic of this movement, as are all of the businesses under the “Uniquely Fort Collins” umbrella. Support for these local efforts can be seen around town on signs reading, “Shop Fort Collins First.” High-tech consulting start-ups are also common; former employees of companies like HP and Intel don’t want to leave the area.

With a student population of 25,000, Colorado State University is a dominant backdrop that holds great potential for economic development, if the city can align its industry pursuits to university expertise. CSU’s major initiatives involve positioning the university as a leader in 21st century agriculture. This includes three areas of focus: biosciences (developing vaccines for infectious diseases); environmental sustainability (air, water, soil, energy); and food nutrition for well-being (crops for health).

Regarding immediate competition, Loveland (just to the south) is the home of big box retail and touts itself as the gateway to Rocky Mountain National Park. Boulder gets the ink for being the progressive city, and Denver has the jobs.

Miscellaneous:

The City of Fort Collins, acting on behalf of the Fort Collins Regional Library District (FCRLD), expects to enter into a written Professional Services Agreement (PSA) with the chosen firm that shall incorporate this RFP and firm’s proposal. The anticipated terms and conditions of the PSA are set forth in this RFP per the attached sample; however, The City may include additional terms and conditions in the Agreement as deemed necessary.

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. Vendor selection will be made from written proposals with interviews optional.

The following criteria will be the basis for review of the written proposals and 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	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, acting on behalf of the Fort Collins Library District, hereinafter referred to as the "City" and _____, [insert either a corporation, a partnership or an individual, doing business as _____, 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 Service Provider 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:	City:	With Copy to: City of Fort Collins, Purchasing 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 attorneys fees, arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional shall maintain 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 owner in and 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. 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.

18. 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

THE FORT COLLINS LIBRARY DISTRICT

By: _____

Name
Title

[Insert Professional's name] or
[Insert Partnership Name] or
[Insert individual's name] or
Doing business as [insert name of business]

By: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

ATTEST:

Corporate Secretary

(Corporate Seal)

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 be cancelled or materially altered, except after ten (10) 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 \$500,000 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.

[Optional]

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.