

REQUEST FOR PROPOSALS

The City of Evans is soliciting proposals from firms interested in providing professional consultation services to develop a Strategic Technology Plan for all City Operations. Proposals are due no later than August 23, 2012, by 5:00 p.m. at the office of the Finance Director, 1100 37th Street, Evans, Colorado.

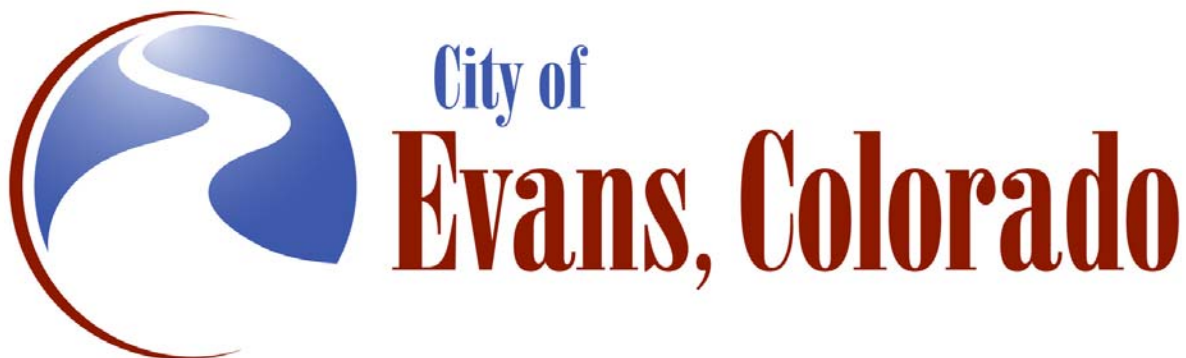
Pre-proposal questions must be submitted to Jessica Gonifas, jgonifas@ci.evans.co.us by August 15, 2012 at 10:00 a.m. Responses will be sent to all interested parties by August 16, 2012 at 5:00 pm.

The firm will be evaluated with the criteria and submission requirements as outlined in the proposal and will be awarded to the responsive and responsible vendor. The purpose of this RFP is to obtain a highly qualified and capable professional services firm that can successfully provide a detailed identification, documentation, and analysis of all the City's current business processes, existing information systems, existing required information products, existing data sources, and existing organizational structure. Analyze this information to develop a comprehensive strategic plan for potential integration between systems, potential changes to new or emerging technologies, potential changes in information systems, and potential changes in organizational structure that will all demonstrate strategic guidance to facilitate information sharing, cooperation, collaboration, efficiency, database integration, ease in public access, and a scale able City enterprise information system.

No proposals shall be withdrawn after receipt of the proposals without the consent of the City of Evans, Colorado, for a period of sixty (60) days after the scheduled time of receiving the proposals.

The City of Evans reserves the right to reject any or all proposals.

Questions pertaining to the proposal may be directed to Jessica Gonifas, Finance Director, 970-475-1106 or jgonifas@ci.evans.co.us



R.O.C.K.E.T

REALIZING ORGANIZATIONAL CAPABILITIES through KEY EVANS TECHNOLOGIES Request for Proposals

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Section 1.0 - General Information

1.1 Time and Place for Submissions

- 1.11 Number:
 - 1.11.1 Six (6) copies of each proposal and all associated attachments in a hard copy form.
 - 1.11.2 One digital version of all information as an Adobe PDF document or MS Word document via CD or DVD
- 1.12 Date & Time:
 - 1.12.1 Must be submitted no later than 5 p.m. local time on August 23, 2012
- 1.13 To:
 - 1.13.1 The Finance Directors office of the City of Evans, located at 1100 37th St, Evans, Colorado 80620 or jgonifas@ci.evans.co.us
- 1.14 For:
 - 1.14.1 The purpose of providing planning services to Realizing Organizational Capabilities through Key Evans Technologies
- 1.15 Conditions:
 - 1.15.1 Proposals received after 5 p.m. will not be accepted. Consultants accept all risks of late delivery of mailed proposals regardless of fault.

1.2 Definitions

For the ease of reference, the following definitions shall apply to this Request for Proposal:

City	The City of Evans, Colorado
Contract	The professional services agreement to be entered into for the Realizing Organizational Capabilities through Key Evans Technologies project between the City and the Consultant who submits the proposal accepted by the City.
R.O.C.K.E.T / ROCKET	Realizing Organizational Capabilities through Key Evans Technologies
RFP	Request for Proposal
Consultant	The person or firm submitting the proposal and/or the person or firm awarded the contract.

1.3 Preliminary Schedule

Request for Proposal released:	August 1, 2012
Proposal Questions Due	August 15, 2012 by 10 a.m.
Question Responses Released	August 16, 2012
RFP's Due:	August 23, 2012 by 5 p.m.
Consultant Presentation:	TBD (if necessary)
Selection:	September 11, 2012
City Council Consideration:	September 18, 2012

1.4 Evaluation Process

Proposals will be evaluated by a committee of City staff. Evaluation will be based on criteria outlined herein which may be weighted by the City in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- 1.41 Responsiveness to RFP
 - 1.41.1 The City will consider all the material submitted to determine whether the Consultant's offering is in compliance with the RFP documents.
- 1.42 Capability to Perform Required Services
 - 1.42.1 The City will consider all the materials submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the Consultant is capable of and has a history of successfully completing contracts of this type. The following elements may be given consideration by the City in determining whether a Consultant is "capable".
 - 1. The ability, capacity and skill of the Consultant to perform the Contract or provide the service required;
 - 2. Whether the Consultant can perform the Contract within the time specified;
 - 3. A brief listing of municipal clients and similar projects with references
 - 4. The quality of performances by the Consultant of previous and similar Contracts;
 - 5. An understanding of the City's project needs;
 - 6. Proof that all work on this project will be provided by firms/individuals located within the continental USA; and
 - 7. Such other information that may be secured having a bearing on the decision to award the Contract.
- 1.43 Consultants shall furnish acceptable evidence of their ability to perform, such as expertise/experience, equipment, facilities and personnel qualified to perform

requested duties. Refusal to provide such information upon request may cause the proposal to be rejected.

1.44 Previous Strategic Plans

1.44.1 Examples of information technology strategic plans previously produced for municipal or governmental clients and models used for data gathering and analysis.

1.45 Costs

1.45.1 Associated costs for phased requirements specified within this RFP will be considered in conjunction with the above capabilities and will not be the sole determining factor.

1.46 Presentation

1.46.1 Consultants will be notified by August 31, 2012 if they have been placed on a short list by the Review Committee. The short list candidates may be required to participate in an onsite presentation of their proposal, not to exceed 1 hour in length, at the City of Evans's facilities. This will consist of further review of the proposal and a direct question and answer period facilitated by the Review Committee.

1.5 Proposal Modifications, Clarification, Obligations, and Selection

The City will **not** reimburse Consultants for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews and/or presentations. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant, and to modify or alter any or all of the requirements herein. In the event of a material modification, Consultants will be given an opportunity to modify their proposal in those specific areas that are affected by the modification.

The City reserves the right to issue any subsequent request or requests for proposals for specific consulting work as it deems necessary to fulfill its requirements, and is under no obligation to conform to awarded firms expectations regarding possible contracted work outside the scope of this RFP. While a single contract for the R.O.C.K.E.T project is anticipated, the City reserves the right to establish multiple contracts with individual company(s) or team(s) of companies as a result of this RFP.

1.6 Notification of Withdrawal

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the Consultant, or by formal written notice.

1.7 Information

Proposal questions may be submitted by email to igonifas@ci.evans.co.us by August 15, 2012, 10 a.m. The purpose of this is to answer any questions by potential Consultants and the responses will be emailed to all interested parties who register with the Finance Director prior to the response deadline. Any other questions regarding this RFP should

be directed Jessica Gonifas, Finance Director, City of Evans, Colorado 80620 (970) 475-1106.

1.8 No Selection Event

Final selection of a firm to complete the City's project will follow successful negotiations that satisfy the City's concern that the selection committee's recommendations and the interest of the public are best served. Should no firms be accepted, a second advertisement and request for proposals may be issued.

1.9 Additional Work

All proposers are hereby notified that if mutually agreed upon, the City reserves the right to negotiate additional work. This work will be contracted as a change order.

1.10 Performance (Penalties)

The City reserves the right to provide the Consultant, at any point in the process, with a 30-day notice to perform as contracted or terminate the contract. The City also maintains the right to terminate this contract at the end of Phase 1 (identified in Section 2.612) with non-acceptance of materials by the Review Committee. All other termination adheres to the professional services contract in Section 5.0 Article 5.

1.11 Rights to Pertinent Materials

All proposals, responses, inquiries and correspondence relating to the RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the proposal shall become property of the City. Should the Consultant submit proprietary information in their proposal, the Consultant should clearly mark these sections. Similarly, any product developed by the Consultant, as listed above, during course of the ROCKET project becomes the property of the City of Evans immediately upon delivery to the City. All other documentation will meet the requirements of the professional services contract.

1.12 Payment Schedule

The ROCKET project will be paid on a performance to meet benchmarks and acceptance schedule by the ROCKET Review Committee. Payment will be completed in following manner based on a successful acceptance of;

1.12.1 Phase 1 - Identified scope in Section 2.612

1.12.2 Phase 2 - Activation of full project through Section 2.67

1.12.3 Phase 3 - Acceptance through Section 2.69

1.12.4 Phase 4 - Acceptance and presentation of final product which completes the ROCKET Project.

The City reserves the right to negotiate fee structure proposed by the Consultant for sections identified in Section 2.6 as it pertains to the phased payment schedule.

1.13 Professional Services Contract

Section 6.0, appendix C, contains the City of Evans's Professional Services Contract. This document must be signed and submitted by the Consultant to the City after the award for services has been issued by the City and before any work may begin on the awarded project.

Section 2.0 – Scope of Work

2.1 Purpose of ROCKET:

The City of Evans desires to solicit a Request for Proposal (RFP). The purpose of this RFP is to obtain a highly qualified and capable professional services firm that can successfully provide a detailed identification, documentation, and analysis of all the City's current business processes, existing information systems, existing required information products, existing data sources, and existing organizational structure. Analyze this information to develop a comprehensive strategic plan for potential integration between systems, potential changes to new or emerging technologies, potential changes in information systems, and potential changes in organizational structure that will all demonstrate strategic guidance to facilitate information sharing, cooperation, collaboration, efficiency, database integration, ease in public access, and a scale able City enterprise information system.

2.2 Background

Known as the "Queen City of the Platte" when incorporated in 1869, Evans was the County Seat of Weld County for many years. From a population of around 400 in a true wild west town, Evans has grown to 18,537 residents living in an urban area with a rural feel. For a long time Evans was the only town in the area to allow liquor and gambling, which made it the center of activity in the area.

Today Evans is a community where our residents have a wide choice of housing, great schools, all the shopping and amenities of a large town, and a great quality of life. With over 300 days of sunshine each year and a full four seasons, many people relocate to Evans to experience the best of northern Colorado.

Residents enjoy over 300 acres of parks and open space (including a dog park), several hiking and biking trails along the river and within the town, easy access to the Denver International Airport, and quick drives south to Denver or west to the Rocky Mountains. A local airport has flights around the country leaving daily, the access to I-25, US 85 and US 34 are only minutes away, and the conveniently located Union Pacific Railroad offers opportunities for shipping and receiving materials. Evans is a wonderful place to raise a family, start a business, and buy a home.

2.3 City Structure

The City has all powers of local self-government and home rule and all powers possible for a City to have under the constitution and laws of Colorado. Such powers are exercised in conformity with the provisions of the City of Evans Charter, or in such a manner as may be provided by the Council, not consistent with the Charter.

The corporate authority of the City of Evans, Colorado, is vested in a Mayor and six councilors. The six councilors are nominated and elected by each of the City's three wards. All councilors are elected for a 2 or 4-year term in staggered elections, The Mayor is elected for a term of two years at every biennial election. The City Manager is the Chief Administrative Officer of the City and is responsible to the Council for proper administration of all of the City's affairs.

The City is organized down from the City Manager into 9 different departments; City Manager's Office, Administrative Services including the City Clerk's Office, Human Resources & Risk Management, Economic and Community Development, Recreation, Finance, Police, Fire, and Public Works. Within these departments there are a total of 88 full time employee positions. Please Appendix A for a current organizational chart.

Among its responsibilities to its citizens the City of Evans provides a water utility, a sewer utility, and a storm water utility. A detailed description of all departments, city budget, departmental goals and objectives can be accessed at: www.cityofevans.org/finance and click on the budget link.

2.4 Objectives

The City has the following objectives to accomplish from this project;

- 2.41 Development of a 5 year enterprise IT strategic plan that describes a vision and direction for IT investments and the delivery structures for support, growth, collaboration, training, development and planning.
- 2.42 Identify opportunities for increased efficiency in City operations through the reduction of redundancy and increased automation through technology.
- 2.43 Documentation of the City's intellectual property through business process identification.
- 2.44 Document the effectiveness of existing information systems in meeting current City goals.
- 2.45 Document the cost benefit analysis and return on investment (ROI) for all process changes, information system changes, and future capital investments. With the understanding that no systems will be replaced unless the ROI analysis demonstrates a significant case for change.

2.5 City Provided Resources

City staff resources will be dedicated to the development of the R.O.C.K.E.T. project. The following teams will be created;

- 2.51 Executive Review teams designated by the City Manager for the purpose of identifying and documenting key business processes as well as providing city mission, goals, objectives, and policy direction.
- 2.52 IT Technical Team under the direction of the Finance Department will provide assistance to the Consultant in evaluation, analysis, and recommendations associated with technology issues such as data sharing, networks, system standards, etc.
- 2.53 IT Staff will act as a staff resource for the Consultant and other teams to provide IT knowledge and expertise.
- 2.54 The City will provide the Consultant; accessibility to city staff, work space, interview rooms, internet access, organizational charts, existing work flow diagrams (where available), and listing/diagram of existing hardware and infrastructure.

2.6 Consultant Role and Responsibility

The role and responsibility of the Consultant will include providing information technology planning methodology, models and tools, conducting data collection, coordinate with Executive Review Teams, facilitate the ROCKET Steering Committee, and the IT Technical Team during the evaluation processes. Lastly providing a clear vision of what future business processes will look like by following recommendations developed in the final report. Deliverables will include the following; *

- 2.61 Process Documentation Training Sessions
- 2.62 Business Process Documentation
- 2.63 Information Product Descriptions
- 2.64 Master Data Input List
- 2.65 Gap Analysis (Data/Staff/Technology)
- 2.66 System Functions Requirements
- 2.67 Cost Benefit Analysis
- 2.68 Risk Analysis
- 2.69 Preliminary Design for Data & Technology
- 2.610 Preliminary 5 Year Strategic Plan
 - 2.610.1 Recommendations Should Address;
 - 1. Organizational Issues
 - a. Policies & procedures
 - b. Departments
 - c. IGA's
 - d. Other agencies
 - 2. System Integration Issues
 - a. Existing system environment

- b. New system environment
 - 3. Phone System Review
 - 4. Security Review
 - a. Physical
 - b. Logical
 - c. Archival
 - 5. Staff & Training
 - a. Management
 - b. IT Staff
 - c. End Users
 - d. Organizational Structure
 - e. Knowledge Gap
 - f. Training
 - 6. Migration Strategy
 - a. Schedule
 - b. Legacy Systems
 - c. Pilot Programs
- 2.611 Final 5 Year Strategic Plan
 - 2.611.1 Once item 2.611 is completed the Consultant will present the strategic plan to the City's Executive Team for their review and approval.
- 2.612 Compatibility Review
 - 2.612.1 The City of Evans requests a phase 1 process that will take into account items 2.62 thru 2.67 of the above mentioned tasks to be done within the first three weeks of the project for the following identified business processes;
 - a. Police Department
 - 2.612.2 The purpose of this phase is to help the ROCKET Committee review the compatibility of the Consultant to meet the needs identified by this project. If deliverables completed within this phase are satisfactory, the balance of the project will be active as phased in Section 1.12. If the committee feels the consultants methods are not meeting the City's needs they reserve the right to pay the identified fees for phase 1 from the proposal and conclude the project.

*Please review Section 5.0 Appendix B for further definition of deliverable products.

2.7 Time Frame

The time frame expected for the ROCKET project should follow generally the following schedule, ultimately completing the final strategic plan by December 31, 2012.

2.71	Project kick off meeting	September 19 th , 2012
2.72	Staff meetings on project	September 20 th , 2012
2.73	Phase 1 process review & analysis	September 20 th , 2012
2.74	Phase 1 presentation & review	October 1 st , 2012
2.75	Phase 2 kick off	October 8 th , 2012
2.76	Process Documentation Training	October 22 nd , 2012

2.77	Business process review & analysis	October 29 th , 2012
2.78	Cost Benefit & Risk Analysis	November 26 th , 2012
2.79	Management Team Priorities	December 3 rd , 2012
2.710	Preliminary Design	December 17 th , 2012
2.711	IT Technical Team design review	December 19 th , 2012
2.712	Preliminary 5 yr Strategic Plan	December 24 th , 2012
2.713	Final 5 yr Strategic Plan	December 31 st , 2012
2.714	Final Presentation & Approval	December 31 st , 2012

Section 3.0 – Content of Proposals

(Consultant is to provide written information in the order of section 3)

3.1 Summary of Qualifications

- 3.11 Summary of experience
 - 3.11.1 Relevant to the scope of work detailed above this must include relevant recent example of past work in strategic planning and government practice modeling.
- 3.12 Description of the Consultant's organizational structure
- 3.13 Financial
 - 3.13.1 The last organizational annual report or the current financial structure.
- 3.14 Failure to complete
 - 3.14.1 Disclose whether the Consultant (or any general partner or joint venture of the Consultant) has ever failed to complete a similar project. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.
- 3.15 Staffing
 - 3.15.1 A list of the individuals who would be assigned, the projects related to strategic planning and their roles.
 - 3.15.2 The Consultant shall maintain sufficient staff, facilities and equipment to deliver the services.
 - 3.15.3 The Consultant's must also meet personnel requirements stated in Section 5.0 Appendix C Article 6.
- 3.16 References
 - 3.16.1 A list of references from current and past customers for the last three years, of comparable size and scope, who can attest to the Consultant's experience and qualifications as it relates to the scope of work described above.
- 3.17 Conflicts of Interest
 - 3.17.1 The Consultant shall document any conflict(s) of interest due to any other clients, contracts, or property interest.
 - 3.17.2 Please reference the professional services contract in Section 6.0, appendix C.
- 3.18 Business Partners

- 3.18.1 The Consultant shall provide a list of their existing business partners and designate any that may have a relationship level that may preclude the Consultant from making impartial recommendations.

3.2 Methods & Costs

- 3.21 Methods
 - 3.21.1 Consultant Comprehension of Project - A detailed description of the methods by which the Consultant plans to accomplish all of the work discussed in this RFP, beginning with a brief statement demonstrating an understanding of the nature and desired results of the project.
 - 3.21.2 Methodology - A description of the basic concept and proposed methodology for accomplishing the necessary tasks.
 - 3.21.3 Strategy - The overall project strategy, demonstrating the manner in which all work elements will be combined into the production of the desired results.
- 3.22 Scope
 - 3.22.1 The Consultant will need to set forth in its proposal the specific tasks that it will need to undertake, the number of employees to be utilized, and the number of anticipated professional/Consultant hours to be spent on the project.
- 3.23 Project Costs
 - 3.23.1 Base cost of the complete project will be identified by the Consultant,
 - 3.23.2 Phase 1 as identified in Section 2.612.
 - 3.23.3 Any other portion of the project which can be completed for a specific amount.
 - 3.23.4 A prioritization list of additional items which may be provided.
 - 3.23.5 The hours needed for each item and the cost for each of these items.
- 3.24 Cost Terms
 - 3.24.1 Each proposal should be submitted in the most favorable terms with respect to costs and programmatic considerations and in a complete and understandable form.

3.3 Expenses

- 3.31 Fees
 - 3.31.1 Fees must show hours, rate per hour, costs, and all other expenses to complete the project.
- 3.32 Travel
 - 3.32.1 Travel expenses shall be included in the Consultant fees. Such expenses shall include, but are not limited to, transportation, lodging, automobile rental, tolls and parking, meals, and incidentals.

3.4 Overall Work Schedule and Cost Chart

- 3.41 Project Schedule

- 3.41.1 A detailed project schedule must be included as an element of each proposal, including an estimate of the time required to complete each task described in Section 2.6 and the target date for completion of the project.
- 3.41.2 The City reserves the right to negotiate the final project schedule with the selected Consultant.
- 3.42 Project Costs
 - 3.42.1 The project schedule must include the expected costs, fees and expenses for all tasks to be performed during the course of the project including those items described in Section 2.6.
 - 3.42.2 A project cost chart must also be included as “Project Costs – Exhibit A” to the professional services contract.
 - 3.42.3 Contents of Schedule - The overall work schedule should illustrate and/or describe the following items:
 - 1. Beginning and ending dates for completion of each major task.
 - 2. Dates for project coordination and review.
 - 3. Any other key dates that the Consultant feels are relevant to the project.

3.5 Facility and Other Requirements

- 3.51 Facilities
 - 3.51.1 A clear description of any facility, personnel and other requirements needed for accomplishment of the project that the City will be expected to provide.
 - 3.51.2 The City reserves the right to provide only those facilities, personnel and other requirements as the City deems necessary or appropriate.
- 3.52 Security
 - 3.52.1 The City will require current background check verification on all Consultant personnel who will be accessing city facilities in an unsupervised fashion. Fees for background checks will be the responsibility of the Consultant.

3.6 General Requirements Regarding Work Products

3.61 Submission of Work Products

3.61.1 The Consultant must provide various work products throughout the course of conducting this project. Such products must include, but will not be limited to, the following items:

1. Reports – Bi-weekly progress reports in writing.
2. Other Data – Other memoranda, reports, and documents as required.
3. Computer-based Data – All records developed in the course of the project upon which further analysis and updating may be performed. The Consultant shall work with the City to ensure that the data is provided in a format compatible with the City's systems.
4. Presentations – The Consultant shall be available to make presentations to the City, and committees thereof, to explain the project methods, results, and reports. This may include requested information from interested public parties, contractors, and community organizations. The anticipated number of presentations is between 4 and 6.

3.7 Other Information

The proposal may include other information, such as services or capabilities not identified in this RFP, which would qualify the Consultant or contribute to the City's objectives.

3.8 Exceptions

If any of the requirements in this section are omitted, explain the reason for the exception.

3.9 Proposal Size

The size of the proposal shall be limited to a maximum of twenty (20) pages to include answers and information requested in section 3. All other material should be included as attachments.

Section 4.0 Appendix A

Section 5.0 Appendix B

- *Business Process Documentation*
 - Should include, but is not limited to the following items;
 - Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis
 - Process Description
 - Stakeholders
 - Policy compliance
 - Public interaction
 - Work Flows
 - Data Flows
 - Data gaps
 - Information Products
 - Events
 - Dependencies
 - Redundancies
 - Opportunities
- *Cost Benefit Analysis*
 - Compare the estimated costs of system implementation with the estimated benefits that will accrue from having information products and when you will expect to see the financial reward.
 - Identify costs by year
 - Calculating benefits by year
 - Comparing costs and benefits
 - Calculating benefit-cost ratios
- *Gap Analysis*
 - The process of determining and documenting the variance between business requirements and system capabilities in terms of personnel, training, packaged application features and/or technical architecture.
- *IGA*
 - Inter-Government Agreement
- *Master Input Data List*
 - A list of the data that must be entered into the information system to generate the information products required.
 - This list should include but is not limited to;
 - Identification of each data set
 - Name

- o ID
 - o Source
 - o Date of currency
- Data Volume
 - o Amount
 - o Format
- Availability
- Security
 - o Retention
 - o Access level
- *Information Product Description:*
 - Requirements for the products that the system must be able to create
 - Should include, but is not limited to the following items;
 - Summary of the product
 - List & report requirements – reports, lists or tables created for the product.
 - Document and image requirements – details of documents or images that have to be retrieved to create the product.
 - Steps to make the product – details of data and functions needed to create the information product.
 - Frequency of use – a tally of how many products are required each year.
 - Interdependences – details of linkages that need to be established between data elements in the database to create the product.
 - Error tolerances – estimation of acceptable levels of error in the information product.
 - Wait tolerances – statement of acceptable levels of response time between query and full display of the product.
 - Current costs – the cost of producing the product currently.
 - Value analysis – benefit of having this product in the city.
 - Security – Retention requirements
- *Risk Analysis*
 - Thorough evaluation of the implementation strategy to ensure success.
 - Evaluation of following factors;
 - o Technology
 - o Organizational functions
 - o Organization interactions
 - o Constraints
 - o Stakeholders
 - o Complexity
 - o Project planning

- Project management
 - Project resources
 - Project schedule
- *ROW*
 - Right-Of-Way
- *ROI*
 - Return On Investment
- *Security Review*
 - Examine the following;
 - Physical – protect and control access to systems & data to include human intrusions and environmental factors
 - Logical – Control on the data itself, including permissions.
 - Archival – Include archiving, metadata, and data recovery.
- *System Function Requirements*
 - Summarization from the information product descriptions of the functions required to put data into the system and to generate the information products required.
 - Classification of functions by the number of times they are required for information products produced.

Section 6.0 Appendix C

City of Evans, Colorado **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 200____, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

RECITALS:

- A. The City requires professional services.
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed _____ Dollars (\$_____). Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by

Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved

by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Risk Manager

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the

City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A, B and C is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans
 Attn: <Name>
 1100 37th Street
 Evans, Colorado 80620-2036

Consultant: _____

XIX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
Lyle Achziger, Mayor [***IF OVER \$10K***]
Aden Hogan, Jr., City Manager [***IF UNDER \$10K***] [***Pick one, delete the other, thank you and have a nice day.***]

ATTEST:

Jessica Scheopner, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

R. Russell Anson, City Attorney

APPROVED AS TO CONTENT:

Aden Hogan, Jr., City Manager

CONSULTANT

By: _____
Title: _____

[Use attest *or* notary block, not both. Delete the one not used, please.]

ATTEST:

By: _____
Title: _____

OR NOTARY BLOCK:

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

Special Provisions Required by HB 1343

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.
2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
 - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.