



City of Boulder

Request for Information

RFI No. 21-2011

Municipal Website Redesign and Related Application Services

Issue Date: June 8, 2011

Due Date: July 22, 2011, 4 p.m. (Mountain Time),

CITY OF BOULDER, COLORADO
NOTICE OF CALL FOR PROPOSALS - RFI NO. 21-2011
CONSULTING/PROFESSIONAL SERVICES

The City of Boulder, Colorado, is seeking proposals for:

Municipal Website Redesign and Related Application Services

In accordance with the specifications of the RFI, sealed proposals will be received in the office of the Purchasing Coordinator until 4 P.M. Mountain Time, Friday, July 22, 2011. Late proposals will not be considered.

A copy of this Request for Information (RFI) may be obtained from the City's website at:
www.bouldercolorado.gov/purchasing

Sealed proposals shall be plainly marked 'RFI No. 21-2011, Consulting Services, 4 P.M., Friday, July 22, 2011'. Proposals can be mailed to:

Calder Grey
City of Boulder – Purchasing Division
P.O. Box 791
Boulder, Colorado 80306-0791

Hand delivered proposals must be delivered to the office of the Purchasing Coordinator, 1777 Broadway, Boulder, Colorado 80302.

Proposals shall be prepared at the bidder's expense and becomes a City record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFI. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

The lowest responsible and best proposal shall be accepted; provided, however, that the City, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

Dated this 8th day of June, 2011.

City of Boulder, Colorado
A Municipal Corporation

By: _____
For the Director of Finance and Record
Ex-officio City Clerk

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Section I: General RFI Information

A. OVERVIEW

The City of Boulder seeks qualified vendors to provide professional website redesign, development and related implementation services for its <http://www.bouldercolorado.gov> web presence. This redesign work will be the primary focus of this engagement, though the city is simultaneously seeking information on “a la carte” vendor offerings covering content management solutions and related application components, as well as other turn-key application offerings of interest to municipalities like Boulder (e.g. mobile applications, etc.). The City reserves the option to include additional related services (e.g. Intranet redevelopment, etc.) in the resulting vendor contract. A more detailed description of the desired deliverables is provided in the following sections of this document.

The City will consider proposals from single vendors or from multiple vendors working as a team, though a prime contractor is highly desired in the case of the latter. The ideal vendor will have excellent technical and creative depth in areas of interest to the City under this RFI, and must be highly-effective communicators, particularly in translating technical concepts to non-technical audiences. They will have significant experience with public sector organizations, having worked with municipalities both larger and smaller than Boulder.

Consistent with the flexibility inherent in a “Request for Information” (versus more formal “Request for Proposal”) process, the City is employing this procurement method to both explore the costs and logistics of procuring the described “baseline” services, while also evaluating alternative mixes of additional products and service offerings from a diverse vendor community. As such, the City reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible respondent(s) as deemed in the best interest of the City, or to suspend the procurement if the desired outcomes are not achieved.

It is noteworthy that the City plans to entertain proposals from other government entities interested in providing web design services and related applications to other jurisdictions.

B. PROJECT JUSTIFICATION AND KEY DRIVERS

The following information is provided to assist respondents in understanding the direction and intentions of the City in procuring the services and products included in this RFI.

1. City IT Strategic Plan:

In 2009, the Information Technology Department completed a citywide “Information Technology Efficiency/Effectiveness and Strategic Planning Assessment” with the aid of an outside consultant. One of the key findings of the resulting report is the need to undertake two interrelated projects: redesign of the city’s current municipal government website and establishment of an electronic government (“eGov”) strategic plan. The consultants’ website redesign recommendations were heavily influenced by several staff focus groups and interviews that noted the desire to improve the site’s aesthetic appeal and branding, content navigation and organization, search capabilities and content administration practices. The concurrent eGov strategic planning effort is intended to

provide a roadmap for the implementation of new or improved self-service and transactional services (e.g. service and information acquisition, processing of financial transactions, etc.). As the report notes:

“The Internet and associated technologies have become a primary channel for delivering government services, disseminating and acquiring public information, and facilitating participation in government. This has led to higher expectations for web-based services (e.g., purchasing a license, applying for a building permit, investigating a utility bill, commenting on a development plan). Improved website design and functionality will help meet the expectations of Boulder’s educated and tech-savvy populace. Moving forward, the City should leverage the inherent web capabilities of new business software. This strategy will allow citizens to engage with city government from the comfort of their own home, while also enhancing the efficiency of City operations.”

In late-2010, an internal analysis project commenced to identify strengths and weaknesses of the current site design, related web management tools and site management techniques all within the broader scope of the citywide eGov planning effort. Staff conducted internal and external web-based surveys to seek feedback on the city’s website. The majority of responses to the external survey were Boulder residents (59%). The majority of internal staff users were employees who use the website as part of their jobs (83%).

The trends listed below are summary observations reflected in both surveys:

- Information is available on the website but hard to find.
- Looking for something specific is the number one use of the website.
- Much of the content is out-of-date and many broken links exist throughout the website.
- Current website template appears dated and does not portray Boulder.
- Desire for more use of multimedia (videos, photos, etc.) site-wide.
- Desire a mobile version of the website and mobile applications.

The most prevalent improvement opportunities cited by external users include:

- Make contact information for all city employees available and easy to find.
- Need to be able to find information without knowing the department (avoid internal jargon).
- Simplify pages; make them less “cluttered”.

The most prevalent improvement opportunities cited by internal staff include:

- Better search engine.
- Improve website navigation, including friendly URLs.
- Make the website more visually appealing and interactive.

In summary, this procurement process is a key element of the City's strategy to evaluate alternatives for implementing a new web design and associated tools to foster this evolving e-Gov vision.

2. Key Project Drivers:

Our overarching web redesign and expanded web service objectives to be analyzed and potentially addressed under this RFI include:

- a) Creation of a new, aesthetic, customer-focused website using intuitive navigation controls and content organization approaches that provide residents, businesses and visitors with information about the city government and city projects, programs and events in an effort to support the well being of our customers as well as the city's goal of providing transparency in operations.
- b) Providing online information and interactive services in an efficient manner to help further customer service goals as well as to support city sustainability goals by reducing the amount of paper used, encouraging trip reductions in obtaining city services, and by making the acquisition of city information and services friendlier and easier.
- c) Effectively and securely "hosting" both existing and new applications from city commercial off-the-shelf software partners (e.g. on-line tax payment; utility account inquiry; recreation class registration, etc) and, where applicable, the respondent's own solutions.
- d) Assessing whether we are taking full advantage of modern web content management and related automation tools and strategies available to us.

In more general terms, the city's new website should reflect not only what Boulder is known for but also what the city prioritizes both in its work plans and in its values. Top city priorities include:

- Environmental Sustainability
- Social Sustainability
- Economic Sustainability
- Communication
- Customer Service
- Transparency

C. BACKGROUND

1. General:

The City of Boulder, Colorado is located 35 miles northwest of Denver, with a population of just over 100,000 residents. The City is approximately 25 square miles in size, surrounded on all sides by nearly 65 square miles of City-owned open space. Boulder is home to the University of Colorado at Boulder and its 36,000 students, faculty and staff; has a vibrant local economy, with significant industry clusters in “clean tech,” natural and organic foods, and active living/recreation; and is home to several federal laboratories, including the National Center for Atmospheric Research, National Institute for Standards and Technology, and the National Oceanic and Atmospheric Administration.

The City has a strong and longstanding commitment to environmental stewardship and community sustainability and has been the recipient of [significant recognition](#) for its history of innovation. The city government organization values customer service and prioritizes transparency and communication with community members.

The City operates as a full-service municipal organization under a Council-Manager form of government and has a fiscal year 2011 budget of approximately \$230 million.

2. Current website technical architecture:

The current website environment is comprised of a series of open source software packages. The website is internally hosted on Apache with a Linux, PHP and MySQL database backend. The city has been using Joomla as its content management system (CMS) since May 2006.

One of the city’s IT principles includes the active review of open source software options in its software procurements. The city’s use of open source technologies for its web presence over the past several years is tied to a combination of factors including fiscal considerations, content management application capabilities and the security of the underlying web services.

The following components comprise the website:

- Joomla! - version 1.5.23
- JCE - WYSIWYG editor
- Phocagallery - photo gallery
- jSecure authentication - restrict admin access
- Mobile Joomla! - mobile conversion
- Google custom search
- BosDates - event calendar

While a Joomla-based workflow/versioning tool has been installed, this feature has yet to be implemented pending definition of supporting business processes.

The content database contains approximately 12,000 website articles or pages. There are 110 fly-out site-wide navigation menus. The size of the image directory is 2.76 GB and the size of the file directory is 40 GB. The calendar is housed in a separate MySQL instance containing approximately 4,600 event records, past and present.

The site design was created and implemented by city staff with occasional assistance from outside graphic design resources.

3. High-level website and social media usage statistics:

The following table summarizes basic usage metrics for the city website and social media venues:

Website	Metric	Sample Period
City website (www.bouldercolorado.gov)	2,173,476 visits / 6,998,445 page views	2010
@bouldercolorado Twitter account	5,210 followers	Captured May 2011
City Main Facebook page	1404 fans	Captured May 2011
City Channel 8 Facebook page	143 fans	Captured May 2011
City Library Facebook page	734 fans	Captured May 2011
City YouTube channel	5021 views	January – May 2011

4. Current web support structures, policies and standards:

All city departments play important roles in the management of the city's website, though no single organizational unit is responsible for overseeing the content of the entire site.

The Information Technology (IT) department manages the technology infrastructure including the content management system (CMS), the development environment, internally-hosted servers and web content databases. IT also defines the website architecture and technical policy requirements. The city's Webmaster resides in this department.

Each department has at least one "functional" web coordinator who handles content updates. These web content coordinators meet with the Webmaster on a monthly basis to provide feedback on upcoming architecture and policy requirements and changes. Their roles are often sub-divided among additional departmental staff allowing web publishers to contribute direct content updates.

Web coordinators have access to an administrative subset of the current CMS where they can update the menu structure, work with components such as the photo gallery, and create custom modules. The web publishers update the website via a website navigational interface. City-wide there are approximately 120 employees with access to update the website.

In addition to the city website, the city has a very active social media communication strategy and actively maintains several social media sites including a Facebook page, nine Twitter accounts, a YouTube account, and a Flickr account.

The city has several website-related policies and standards, including:

- A “Website Policy” requiring all city websites to be created and maintained inside the city CMS with branding based on a standard template. The policy allows several separate, special-purpose websites to display a different template and to use a different URL for branding purposes, including those developed in partnership with other agencies and not owned solely by the city. These websites do not reside on the city's primary web server. Examples include www.pacepartners.com and www.energySMARTyes.com.
- A “Creation of Website Links Policy” defines acceptable sites to which the city's website may be linked.
- A “Privacy Policy” defines what data the city collects on the website and how that data is used. Associated security information and a formal disclaimer are also accessible from the site.
- A “Social Media Policy” establishes that only a social media team may create and administer city social media websites. Employees must submit a formal request for all social media accounts and the requests must be approved by a department director before going to the social media team.

Finally, as holder of a “.gov” URL, the City adheres to applicable rules set forth by the General Services Administration (GSA).

Section II: Requested Services and Deliverables

A. BASELINE REQUIRED SERVICES

1. Redesign Objectives:

We seek a partner to help us create a next-generation website that will serve as our key customer information and service delivery portal -- drawing people in and making it immediately obvious that the website is the best place to get information about the City of Boulder, its services, projects and programs.

Based on the chosen partner's work, the website will have a design that makes it stand out among cities on both a regional and national basis. It will be inviting, easy to use, and will reflect Boulder's unique, multi-faceted, internationally-recognized character and identity. This will be accomplished through the following design characteristics:

- Creative design that incorporates custom design elements with the most important information easily accessible from the homepage.
- Consistent branding through a professional design theme.
- Fast site navigation and page loading by effectively optimizing graphics for a positive experience regardless of visitor's connection speed or browser technology.
- Intuitive navigation controls and easy to use drop down menus making it easy for visitors to quickly understand navigation and focus on the information important to them. The same time, because they are able to quickly scan navigation, users will find additional helpful information.
- Automatic conversion of pages to common mobile device interface standards. The conversion will present an optimized mobile view of the website and allow the user to visit the standard version if they prefer.
- Powerful and intuitive search capabilities that will scan both HTML pages and proprietary document formats such as Adobe PDF files and Microsoft Word. It will return accurate results and in precise order of relevance to users. It must support full Boolean key word searches. And, it will highlight the search key words within the pages returned in the search.
- Reflects the City's diversity and inclusivity goals by being accessible to individuals with disabilities, multilingual needs, and multiple generations of web access technologies.
- Effectively and securely hosts both existing and new web-based applications included with current and future City business system implementations (e.g. on-line bill payment; utility account inquiry; recreation class registration; GIS map viewing, etc.).

The design will also include:

- Breadcrumbs to show the user's current path to let them know exactly where they are on the website.
- Use of Cascading Style Sheets to ensure future consistency and separation of content and design.

- An interface that makes updating web content simple and straight-forward for city staff (e.g. includes capabilities for non-technical employees to post content updates).

It is particularly important for us to find a partner that can serve as a content organization and navigation consultant, candidly assessing our current site and applying their unique experience and perspective in recommending options for better organizing information (e.g. by service, topic or target users) and navigation. The content organization and management approach recommended by the vendor must enhance City staff's ability to update and maintain content, consistently, efficiently and effectively using any generally-accepted content management tool, particularly our current Joomla CMS.

With respect to this “baseline” proposal category, respondents must model their proposals with the goal of incorporating the existing Joomla content management system (or a later release as applicable) and other components listed in Section I.C.2 in their proposal. The “A La Carte” services section below will afford respondents the opportunity to propose alternative content management and web component tools to those currently used. For the purposes of this baseline category, vendors should also assume that the site will be hosted on the city's existing web infrastructure.

Though the city desires that proposals include each respondent's detailed, “best practice” approach to the redesign, we envision that the design and implementation process will involve some derivative of following project phases. We expect that there will be formal review and approval points to give the City full control of the project and ensure the final website completely meets expectations:

Visioning Stage: The vendor will work with the City to create the ultimate vision for the website now and for the future. The vision places heavy emphasis on the objectives of the website and how it supports the overall redesign goals.

To create the vision, the vendor will:

- Collect and review all content and materials from the current website for the new site.
- Actively review the results of recent external and internal customer surveys, supplementing this information as necessary by preparing and tabulating its own additional surveys with key stakeholders.
- Study the City's existing website and the websites of other cities.
- Study examples of other websites the City likes.
- Hold a brainstorming session.

Concept Stage: In the Concept Stage, the vendor will apply their content organization and navigation consulting acumen to create the blueprint or plan for realizing the vision. To accomplish this, the vendor will develop the site infrastructure that includes:

- The categorization of pages and components according to the navigation strategy.
- Creation of a conceptual site map.
- Drafting of a homepage layout.

The Concept Stage will end with the City's approval of the site map and homepage layout.

Design Stage: In this stage, the vendor will continue with the creative graphic design for the homepage, based on the approved homepage layout sketch. Their creative ability and expertise will allow development of a compelling graphic design to make the website look attractive while maintaining its usability in keeping with the objectives listed in the RFI. The vendor will work very closely with City staff to establish a look and feel for the website that reflects Boulder's unique identity. Website/graphic design will include:

- Graphic design with up to three (3) diverse homepage design concepts to establish direction.
- Design of custom icons, buttons, screen elements, and backgrounds.
- Efficient and streamlined navigation and site architecture.
- Optimization for speed.
- Consistent graphics, structure, and navigation design.

Towards the end of this stage, the vendor will present final design concepts for City approval. The City will select one for implementation in the new website.

Development Stage: This stage includes the interior page design and programming the website according to the approved specifications and creative design. The vendor will facilitate development of the sub-level page design. The City will approve the sub-level design before the vendor begins programming the pages. The vendor will develop a streamlined migration strategy to move the content from the current site schema to the new site schema, again, assuming the continued use of the Joomla CMS. This ensures uptime during the transition.

Quality Assurance and Documentation Stage: While quality assurance is an integral part of every stage of the project, in the Quality Assurance Stage, the vendor will do extensive testing and reviewing of the website code. The vendor will thoroughly follow an exhaustive checklist of all pages and functions created during the development stage. The City will assign a staff team to participate in this process to verify the site fulfills the expectations for the project.

The vendor will then make any necessary changes or fixes making the site ready for launch. Documentation is prepared for City staff on using and maintaining the website. The vendor will also provide a training manual for future reference.

This stage is complete with delivery of the training manual.

Launch Stage: In the Launch Stage, the website is moved to the city's production server. The vendor will again go through the final quality assurance process ensuring the site copies correctly and is working as expected on the new server. After the City approves that the website is ready to launch, the website will be made available to the

public. The vendor will continue to monitor the website over the next three months and make sure that the entire site is functioning properly.

2. General Considerations

- a. Temporary office space will not be made available to the successful vendor
- b. If the vendor proposes a website design that has any licensing or copyright requirements, they must be clearly presented in the proposal.
- c. The City would like to be as independent as possible in the site's ongoing maintenance and operation. Though the City desires to maintain operational "ownership" of the website, the City will consider alternatives.
- d. The City will purchase and provide any approved hardware and/or software or external hosting services required to complete the work. If selected, the vendor shall alert the City of any need for hardware and/or software required to complete the work, providing ample advance notice to allow adequate time for the City to pursue acquisition. The City and the selected vendor will discuss any needs to insure design concurrence and the City will pursue acquisition of the desired products in a timely manner.
- e. The City is sensitive to the program costs since the project budget is limited. The City is seeking vendors that have considerable experience in web design and web application development so that the City may depend upon a streamlined solution and approach. The City anticipates that experienced and qualified vendors will be able to offer design templates and standardized solutions, and other cost-efficiencies favorable to the City in order to keep costs at a minimum and allow the City to achieve its primary objectives within a limited budget.
- f. The contract may also allow the City to seek additional services for assistance with development of an Intranet site at pre-defined terms. This work will be at the City's option, following substantial completion of the website design. The City may request the vendor to provide tools and templates for an Intranet and possibly assist with the implementation of this phase. The City is interested in having the Intranet site include a similar design, look and feel to the public website solution.

B. "A LA CARTE" SCOPE OPTIONS

As a means of broadening the City's knowledge of the options available to it in pursuing the broader "key drivers" listed in Section I – as well as accessing possible subsequent service and application procurement and implementation activities – we are requesting that vendors provide details on their capabilities, approaches and associated estimate costs to provide the following additional services and applications. These "a la carte" scope options are to be broken out and costed separately in the response forms in Section III. It is assumed that the core assessment information gathering and discovery work included in the "baseline" methodology above will serve as a foundation for possible supplemental work below and will not be repeated or duplicated in the "a la carte" cost proposals unless specifically required to fulfill the City's objectives.

1. Definition and Implementation of Alternative Content Management System and Related, Existing Web Component Applications

As noted in Section I, one of the "key drivers" for this project is the desire to "(assess) whether we are taking full advantage of modern web content management and related

automation tools and strategies available to us". To this end, this "a la carte" option will involve an assessment of current city content management needs including related web components listed in Section I.C.2, deficiencies in the currently Joomla CMS application and web component portfolio, and definition of recommended alternatives. This may involve open source, commercial-off-the-shelf or the vendor's own proprietary solutions. Please limit the alternatives to the existing CMS and related components listed in Section I.C.2.

This "a la carte" proposal should include costing of not only the required software licenses for the recommended solutions, but should include all additional required vendor consulting and implementation services (including required third party involvement) using the staged assessment and implement approach listed in Section II.A.1 as a guide. Included must be a detailed description of the application/component functionality, the licensing firm and special licensing terms and requirements.

Critically, the proposal must include the cost to convert existing data in the current Joomla database to the new recommended CMS based on the redesigned scheme from the "baseline" assessment. For purposes of consistency, vendors should plan a minimum of 12,000 converted records as well as their associated embedded images and file links.

Finally, the city is interested in technical and cost information on third-party cloud hosting arrangements provided directly by – or facilitated through – the vendor.

2. Identification of Additional "Turn-Key" Web Components and Applications Provided by Vendor

Many web design firms offer their own or recommend additional third-party web components and web applications of interest to municipalities. In this "a la carte" section, we seek information on such offerings "net" of those listed in the vendor's response to "a la carte" option #1 above. The list below is provided only for illustration purposes.

- CRM-style tools (e.g. service request manager, FAQ management, etc.)
- Crime statistics
- eProcurement tools
- Event registration
- Facility rental and reservation
- Field rainout status
- News, notices and press releases
- Printable pageview
- Real estate listings
- Social media widgets such as "Like" or "Forward to a Friend"
- Sports league schedule and standings
- Staff directory
- Staff-only section
- GIS data presentation tools
- Mobile applications (e.g. GPS-based pothole reporting, etc.)

The City is interested in the licensing, implementation and support costs associated with recommended web components and applications supplied by the vendor. The proposal must include a detailed description of the functionality provided by each recommended solution, as well the licensing party for the component or application. A description of special licensing terms is also required.

Section III: Administrative Information and Requirements

A. RFI OFFICIAL CONTACT

Upon release of this RFI, all vendor communications should be directed to the RFI Coordinator listed below. Unauthorized contact regarding this RFI with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the RFI Coordinator.

Name: RFI Coordinator
Leslie Labrecque, Webmaster
Address: City of Boulder
Information Technology
1101 Arapahoe Ave., 3rd Floor
Boulder, Colorado 80302
Telephone: 303.441.4280
E-mail: labrecquel@bouldercolorado.gov

B. PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFI to Vendors	June 8, 2011
Vendor Questions (if any) Due	July 1, 2011
Answers to RFI Questions Released	July 8, 2011
Proposal Responses Due (4:00 PM Mountain)	July 22, 2011
Finalists selected	August 8, 2011
Finalist interviews (please reserve these dates)	August 23-24, 2011
Vendor Selection (target)	September 8, 2011
Contract Negotiations Complete	To be determined
Contract Signed	To be determined
Work Begins	To be determined
Final Acceptance of Work Product	To be determined

C. QUESTIONS REGARDING THE RFI

Vendors who request clarification of the RFI's requirements may submit written questions to the RFI Coordinator by 4 p.m. (Mountain Time) on July 1, 2011. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent as further described below. An email attachment sent to labrecquel@bouldercolorado.gov is preferred.

D. LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by July 1, 2011. An email attachment sent to labrecquel@bouldercolorado.gov is optimal. The letter must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondences regarding this RFI.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions.

E. PROPOSAL PREPARATION

GENERAL INFORMATION

Vendors must prepare proposals using an electronic version of the forms provided in Section II of this RFI. This approach will allow all the proposals received to be compared in a meaningful (i.e., "apples-to-apples") way. In addition to Section 1, the RFI contains a series of Response Forms.

PROPOSAL MATERIALS (ENVIRONMENTAL PURCHASING POLICY)

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Vendors are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

F. PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

Due Date:	<i>Sealed Proposals must be received by the Purchasing Coordinator no later than July 22, 2011, at 4 p.m. (Mountain Time).</i> Sealed proposals shall be plainly marked "RFI No. 21-2011, Consulting Services". Late proposals will not be accepted nor will additional time be granted to a specific vendor. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	A total of two (2) paper copies and an electronic copy of the vendor's proposal, in its entirety, must be received as specified above. The City will not accept facsimiles.
Address for Submission:	<u>Mailed Proposals:</u> Calder Grey City of Boulder – Purchasing Division Attn: RFI No. 21-2011 P.O. Box 791 Boulder, Colorado 80306-0791 <u>Hand delivered proposals:</u> Office of the Purchasing Coordinator Attn: RFI No. 21-2011 1777 Broadway Boulder, Colorado 80302

G. EVALUATION PROCEDURES

The RFI coordinator and a committee of City staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed solution meets the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a group of finalist vendors make a presentation to a selection team.

Section IV: Required Proposal Response Forms

The proposal must provide a summary of the vendor's qualifications to perform the duties outlined in the requested services section. This section contains forms vendors must complete to properly submit their proposals. Vendors must complete all the forms in this section as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Vendor Information
- 5) Project Staff List
- 6) Key Project Staff Background Information
- 7) Customer Reference
- 8) Task Area Descriptions
- 9) Project Schedule and Workplan
- 10) Fee Schedule and Cost Proposal

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1. Using your word processing application's copy and paste commands (Microsoft® Word 2002 or later is required), copy sections and forms as necessary and paste them into a new file.
2. Complete all the forms in your word processing and spreadsheet applications as applicable. Also, please create a table of contents with page numbers. Delete instructions (i.e., materials contained in brackets) from each form.
3. When your proposal is finished, refer to the proposal submission instructions in this document.

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following the proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the vendor submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons who are authorized to represent the vendor and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the Non-Collusion Certificate included as Attachment A.

TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your vendor's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms, conditions and/or response requirements listed in this RFI, including the Appendices and Attachments. Proposals that take exception to the specifications, terms, or conditions of this RFI or offer substitutions must explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFI.

If your firm takes no exception to the specifications, terms, and conditions of this RFI, please indicate so.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

Signed,

By: _____

Title Date

For: _____

FORM 4: GENERAL VENDOR INFORMATION

[Use this form to provide information about your firm.]

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. Please complete the following table:

Name of parent company	
Length of time in business	
Length of time in business of providing proposed services	
Gross revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated by proposed services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
♦ Consulting	
♦ Sales, marketing, and administrative support	
♦ Other (please note relevant staff)	

2. Where is your headquarters located? Field offices?

3. Which office would service this account?

4. If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default.

In the space provided, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFI may be jeopardized by selection of the vendor.

If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

If the vendor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

[Please use this space to respond to Question 4 of Form 4. Your response may take as many pages as needed to fully answer the question. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 5: PROJECT STAFF LIST

[Please complete the following table to identify the proposed project staff members (including subcontractors) that will assist the City with this project. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience in the areas covered by this RFI. Add additional lines as necessary for each instance of the list. Use your word processing application's copy and paste functions to create additional copies of this table as necessary. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

Staff member name (also note associated subcontracting firm's name as applicable)	Title	Percent of staff member's time dedicated to project	Number of years in IT

FORM 6: KEY PROJECT STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Technical skills and qualifications for the project position. Include specific skills and experience associated with the work to be completed under this RFI.	

FORM 7: CUSTOMER REFERENCE FORM

[Using the tables below, please list five (5) private sector clients and all public sector clients for whom you have completed web design and related web application services projects relevant to this RFI over the past three (3) years. Please include references covering the “a la carte” options listed in Section II.B where possible. Use your word processor’s copy and paste functions to create additional tables as needed.]

Customer/client name				
Reference name				
Title				
Phone number				
Mailing address				
Fax number				
URL where plan copy is available for view (if applicable)				
Customer Size	Service Description	Start Date	End Date	Contract amount

FORM 8: TASK AREA DESCRIPTIONS

[Describe your overall approach to the following task areas. Your combined response to this form should not exceed fifteen (15) pages. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

- ◆ Methodology for assessing needs and ultimately providing the website design services and application products (as applicable) included in Section II – Requested Services and Deliverables. Please break out the methodology descriptions by the “Baseline” and individual “A La Carte” categories.
- ◆ Involvement of stakeholders in the project.

In addition,

- ◆ Please include a separate narrative outlining your firm’s candid assessment of the city’s current website (www.bouldercolorado.gov) design, content organization, web components and applications including key areas of potential improvement.

FORM 9: PROJECT SCHEDULE AND WORKPLAN

[Provide a detailed project implementation plan that includes:

- ◆ A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations).
- ◆ A table listing vendor staff assignments and proposed labor hours for all tasks.
- ◆ A brief description of each task and its work products.
- ◆ A description of each proposed deliverable.

The project plan must first present the vendor's approach for completing the "Baseline Services", and then must provide overlays assuming the inclusion of each of the "A La Carte" options in the scope.

Insert pages as needed to allow space for your Gantt chart and workplan. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Gantt Chart

[Use this section to include your Gantt chart showing beginning and end dates of all tasks.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Staff Assignments/Hours

[Use this section to include a table of vendor staff assignments and proposed labor hours for all tasks. Signify if staff assigned is a designated individual or FTE equivalent.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Task Descriptions

[Use this section to include brief descriptions of all tasks, milestones and associated work products.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Deliverables

[Use this section to include brief descriptions of all project deliverables.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 10: FEE SCHEDULE AND COST PROPOSAL

[Provide a detailed fee schedule and project cost proposal as follows:

The Proposal must contain a fee schedule and detailed cost proposal that includes estimated hours, rates, and overall price (including estimated travel and ancillary expenses). It is highly desired that the cost proposal tie to the work plan included in Form 9. Whether within the main, detailed cost proposal itself or a supplemental cost proposal summary, vendors must also present the estimated costs broken into the following categories: (a) "Baseline, Required Services", and (b) individual "'A La Carte' Scope Options". Please be attentive to the cost data specifically called for in each sub-section of Section II. It is understood that accomplishment of the individual "A La Carte" options may involve highly integrated work with the "Baseline" required services. Vendors must take care to avoid duplication of "Baseline" costs in each of the "A La Carte" cost proposals in order to provide the City an accurate picture of the potential costs of pursuing these additional scope items with the vendor.

It is of critical importance that vendors use this cost proposal form to clearly delineate the relevant cost categories, associated unit pricing and overall estimated cost for the project so as to alleviate ambiguities over proposed project scope and associated costs.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Appendices

RFI AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFI at any time. The City also reserves the right to cancel or reissue the RFI.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFI are entirely the obligation of the vendor and shall not be chargeable in any manner to the City. This includes travel to and from the City of Boulder for the purposes of participating in interviews as part of the selection process.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFI, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CONTRACT AWARD AND EXECUTION

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFI and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to

meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

BASELINE PROFESSIONAL SERVICES AGREEMENT BOILERPLATE FOR THE CITY OF BOULDER

This Professional Services Agreement (the "Agreement") is made as of this ____ day of _____, 20__, (the "Effective Date") by and _____, a _____ corporation ("Contractor"), and the City of Boulder, Colorado, a Colorado home-rule City ("City").

City desires that Contractor, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Contractor desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices,

financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Contractor, pursuant to the provision of the Services.

2. Statements of Work. This Agreement consists of the general terms found in Sections 1 through 31, inclusive (the "General Terms"), along with the "Statement of Work", attached hereto as Schedule A. During the term hereof and subject to the terms and conditions contained herein, Contractor agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services for City (the "Services") as further described in the Statement of Work. In addition to describing the Services, the Statement of Work also includes specifications, the basis of compensation and payment schedule, the estimated length of time required to complete the Services, including the estimated start/finish dates, and other relevant information, including any modification of the General Terms.

3. Performance of Services.

(a) Performance. Contractor shall perform the Services necessary to complete all projects outlined in a Statement

of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Contractor agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work.

(b) Delays. Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

(c) Discrepancies. If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Vendor shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment. Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Contractor as soon as possible of the specific amount disputed and shall provide reasonable detail as to the

basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Contractor the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Contractor for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Contractor. Upon written notification by City and subsequent verification by Contractor, Contractor shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Contractor with, and Contractor shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Contractor shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Contractor has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Contractor shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Contractor's operations and compliance with this Agreement. Contractor shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Contractor are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

(a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Contractor, pay Contractor for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee,

custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Contractor to perform its obligations hereunder. City shall provide to Contractor's employees performing its obligations hereunder at City's premises, without charge, a

reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Contractor, obtain all consents, licenses and sublicenses necessary for Contractor to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Contractor is an independent contractor and neither Contractor nor Contractor's staff is, or shall be deemed to be employed by City. City is hereby contracting with Contractor for the Services described in a Statement of Work and Contractor reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Contractor or Contractor's staff, and City shall not be required to hire, supervise or pay any assistants to help Contractor perform the Services under this Agreement. Except to the extent that Contractor's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Contractor.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, Section 24-72-101 *et seq.*, C.R.S., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential

information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither City nor Contractor shall be prevented from making use of know-how and principles learned or experience gained

of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or arising out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) Authority. Contractor represents and warrants that: (1) Contractor has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Contractor, and the performance by Contractor of its obligations and duties hereunder, do not and will not violate any agreement to which Contractor is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Contractor, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Contractor acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) Service Warranty. Contractor warrants that its employees and contractors shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) Personnel. Unless a specific number of employees are set forth in the Statement of Work, Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Contractor shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits.

Contractor shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

14. Indemnification.

(a) Contractor Indemnification.

Contractor shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnatee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Contractor or its representatives in the performance of Contractor's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Contractor contained in this Agreement.

(b) Infringement. Contractor will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Contractor

infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Contractor to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Contractor or its subcontractors; or (3) use of the Work Product other than as permitted under this Agreement.

(c) Indemnification Procedures.

Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge. The party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys. No settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

(d) Immunity. 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 or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Limits: The Contractor agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability:
 - (i) State of Colorado: Statutory
 - (ii) Applicable Federal: Statutory
 - (iii) Employer's Liability:
 - \$100,000 Each Accident
 - \$500,000 Disease-Policy Limit
 - \$100,000 Disease-Each Employee
 - (iv) Waiver of Subrogation
2. Commercial General Liability:
 - (i) Bodily injury & Property Damage General Aggregate Limit:
 - \$1,000,000
 - (ii) Personal & Advertising Injury Limit:
 - \$1,000,000
 - (iii) Each Occurrence Limit:
 - \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

3. Professional Liability (errors and omissions)
 - (i) Each Claim/Loss: \$1,000,000
 - (ii) Aggregate: \$1,000,000

City of Boulder may require that this coverage remain in place for one year after the project is complete.

4. Commercial Automobile Liability Limits
 - (i) Bodily Injury & Property Damage Combined Single Limits: \$1,000,000
 - (ii) Medical Payments per person: \$5,000
 - (iii) Uninsured/Underinsured Motorist:
 - \$ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

5. Employee Dishonesty and Computer Fraud Limits:

- (i) Each Claim/Loss: \$1,000,000
 - (ii) Aggregate: \$1,000,000

Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If Contractor is physically located on City premises, third party fidelity coverage extension shall apply.

The bond or policy shall include coverage for loss or damage to money, securities and other property sustained by the City as Contractor's client resulting directly from theft committed by Contractor's employee, acting alone or in collusion with other persons. Theft shall mean the unlawful taking of property to the deprivation of the City as the Contractor's client.

(b) Coverage. Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the City or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The City reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that the Contractor substitute another insurer that is reasonably satisfactory to the City. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the

term of this Agreement and for the additional periods set forth herein and shall protect the Contractor, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Contractor, its agents, employees, and representatives in the performance of the services covered herein.

(c) Additional Insureds. All insurance policies (except Workers Compensation and Professional Liability) shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

(d) Automobile Coverage. Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

(e) Claims-Made Policies. If coverage is to be provided on Claims Made forms, Contractors must refer policy to the City Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, the Contractors shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

(f) Renewal. The Contractor shall not cancel, materially change, or fail to renew required insurance coverages. The Contractor shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Contractor fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the

Contractor, the City may procure such insurance and deduct its cost from any sum due to the Contractor under this Agreement.

(g) Certificates. Certificates showing that the Contractor is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the City prior to the execution of this Agreement by the City. Contractor, or Contractor's insurance broker, shall notify the City of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

16. Rights in Work Product.

(a) Generally. Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Contractor under any Statement of Work shall remain the property of Contractor. Contractor shall not use open source software in creating the Work Product without first (i) providing the City with a copy of the open source software license terms and conditions applicable to the software program Consultant intends to use and (ii) receiving the express, written consent of the City to incorporate the open source software into the Work Product. To the extent open source software is incorporated into the Work Product, such open source software is expressly included within Contractor's responsibilities under the license granted pursuant to this Agreement. Contractor represents and warrants that the use of such open source software shall not materially affect the City's use of the Work Product. With respect to the Work Product, Contractor unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of,

distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) Know-How. Notwithstanding anything to the contrary herein, each party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Contractor is acting only as an independent contractor and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Contractor shall comply with all applicable laws in performing the Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Boulder County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Contractor's consent, may request Contractor to undertake additional work with respect to such Statement of Work. In such event, City and Contractor shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Contractor for such additional work.

22. Subcontractors. Contractor may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such subcontractor shall be subject to all of the obligations of Contractor specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Contractor without the prior written consent of City. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Permits. Contractor shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Contractor shall also comply with the provisions of all applicable laws in performing the Services under the Agreement. At its own expense and at no cost to City, Contractor shall make any change, alteration or modification that may be necessary to comply with any applicable

laws that Contractor failed to comply with at the time of performance of the Services.

29. Media Releases. Except for any announcement intended solely for internal distribution by Contractor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Contractor, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Contractor or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City, at the City's sole discretion, prior to the release thereof. Contractor shall not represent directly or indirectly that any Services provided by Contractor to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Contractor's customers without City's express written consent.

30. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Contractor an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Contractor agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Contractor prior to or during the term of this Agreement shall not constitute commitments.

31. Survival. The provisions of Sections 5, 8(f), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CONTRACTOR

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 20____, by _____, as _____.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary Public

CITY OF BOULDER

ATTEST:

City Manager

City Clerk on behalf of the
Director of Finance and Record

APPROVED AS TO FORM:

City Attorney's Office

SCHEDULE A – STATEMENT OF WORK

1. GENERAL

[Identification of parties and date of execution]

[Reference to Professional Services Agreement by date]

2. NAMES OF PROJECT COORDINATORS

3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

[General description of work or services]

4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

5. OTHER CONTRACTOR RESOURCES

[If desired, provide for the Contractor's commitment of its own staff, facilities, and other resources by nature or item]

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

[Include functional and technical specifications of Work Product and Documentation, and refer to any specific enhancements that may be sought.]

[Describe prototype or components to be delivered.]

[Include as Deliverables copies of the reports of all project reviews, inspections, and tests conducted during the course of performance.]

7. SPECIAL TERMS, IF ANY

8. MODE OF PAYMENT

9. PAYMENT SCHEDULE

City will pay Contractor for the work in accordance with the following payment schedule. All payments to Contractor are contingent on Contractor's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Contractor that the Deliverables-Milestones have been satisfied.

[Insert payment schedule]

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Contractor.

Performance
Milestone

Responsible
Party

Target
Date

11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

Substantially all of the work will be conducted by Contractor at its regular office located in _____.

City will provide the City office space and support as it agrees may be appropriate, at its _____ facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated _____, 20__, the parties have executed this Statement of Work as of this _____ day of _____, 200__.

CITY OF BOULDER, COLORADO

By: _____

Title: _____

Company Name

By: _____

Title: _____

ATTACHMENTS

Attachment A: Non-Collusion Certificate

NON-COLLUSION CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Boulder for consideration in the award of a contract on the improvement described as follows:

Municipal Website Redesign and Related Application Services

(Name of Firm)

By: _____
(Authorized Signature)

Title _____

Sworn to before me this _____ day of _____, _____.

Notary Public

CORPORATE SEAL: