



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

REQUEST FOR PROPOSAL 7365 PFA WEBSITE DESIGN, DEVELOPMENT & IMPLEMENTATION

The City of Fort Collins, on behalf of the Poudre Fire Authority, is requesting proposals for an experienced website design firm to design, develop, and implement the PFA's website.

Written proposals, three (3) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. **Proposals will be received before 3:00 p.m. (our clock), April 23, 2012 and referenced as Proposal No. 7365.** If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Questions concerning the scope of the project should be directed to Project Managers, Tom Hatfield and Eric Nelson at it@poudre-fire.org.

Questions regarding bid submittal or process should be directed to Ed Bonnette, CPM, CPPB, Buyer, at (970) 416-2247 or ebonnette@fcgov.com.

A copy of the Proposal may be obtained as follows:

1. Download the Proposal/Bid from the BuySpeed Webpage, www.fcgov.com/eprocurement

The City of Fort Collins is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, discount information, and individual product or service pricing. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposal will be public information.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

James B. O'Neill II, CPPO, FNIGP
Director of Purchasing & Risk Management

**REQUEST FOR PROPOSAL
7365 PFA WEBSITE DESIGN, DEVELOPMENT & IMPLEMENTATION**

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7365 PFA WEBSITE DESIGN, DEVELOPMENT & IMPLEMENTATION

INTRODUCTION AND SCOPE OF PROJECT

The City of Fort Collins, on behalf of the Poudre Fire Authority, is requesting proposals for an experienced website design firm to design, develop, and implement the PFA's website.

The Poudre Fire Authority is dedicated to the protection of lives, property and the quality of life for all of the citizens we serve. Our employees are highly motivated, highly trained professional men and women who take their service to the community very serious. The foundation of our success is based on our commitment to continuous quality improvement at all levels of service delivery.

Poudre Fire Authority Administration and the Fire Prevention Bureau are located in downtown Fort Collins at the intersection of Mountain Avenue and Remington Street. Our mailing address is 102 Remington Street Fort Collins, CO 80524.

The Poudre Fire Authority (PFA) is a consolidated full-service fire prevention, fire protection and emergency service agency serving the City of Fort Collins and the Poudre Valley Fire Protection District. 168 full-time employees staff ten (10) fire stations and operate ten (10) engine companies, two (2) Trucks. It additionally operates three volunteer fire stations with 40 volunteers. The total service area is 235 square miles completely encompassing the city and fire district. Within the district are the smaller communities of LaPorte, Timnath and Bellvue. In 2009, an estimated 189,000 people lived in PFA's jurisdiction with an estimated property value in excess of 15 billion dollars.

The PFA was organized in 1981 with the consolidation of the City of Fort Collins and the Poudre Valley Fire Departments. At that time, both the city and district adopted an intergovernmental agreement establishing the authority. This contract outlines the governance, funding and operation of the authority. A five-person Board of Directors appointed by the City Council and District Board governs PFA. Its members are two city council members and two district board members. The fifth member is chosen jointly by these four and has historically been the Fort Collins City Manager. The Board appoints Poudre Fire Authority's Fire Chief and is currently held by Chief Tom DeMint.

The PFA is seeking the services of an experienced website design firm to design, develop, and implement the PFA's website. This project will involve utilizing information on existing websites (<http://www.poudre-fire.org>, <https://www.pfafireprevention.org>, <http://pfaretirees.com>) as well as the implementation of new information, products, and features as suggested by the PFA and the firm selected.

The PFA has three existing internet websites that are hosted by third-party companies and would like to combine these into a single web site and host this site and server internally on PFA's network. The PFA is committed to building a world class website that is designed upon the ease of use from the view point of our citizens and employees. The PFA is interested in an innovative design similar to that of <http://www.firedepartment.org> with the functionality of department sites such as <http://www.ci.sat.tx.us/safd> and <http://fire.lacounty.gov>. The site shall also equally facilitate usage by visitors and employees who may not understand how to find that information or service within our organization.

In addition, it is PFA's intention to expand the usefulness of the website, ease the management of its content, and future needs and functionality should be demonstrated in the proposal. The PFA IT department is committed to being available to provide information and support to respondents and will be actively involved in providing information and support throughout the project's process. The successful candidate/firm must have substantial experience in website design, development, implementation and maintenance.

Respondents are encouraged to contact the PFA IT department, it@poudre-fire.org, with any questions or concerns.

WEBSITE OBJECTIVES

The goal of the PFA website is to provide world class electronic access to fire department services, serve as a public communications tool, reduce transaction costs, and to streamline operations. Our current site(s) structure and design were developed years ago and require significant time to maintain and enhance. We are looking to avoid this maintenance as much as possible on the new website. The new site should have a theme promoting the PFA with a friendly and professional feel that lives up to our Mission, Vision, and Values.

The new PFA website should provide easy access to services, be adaptable to current and changing technology, provide content management capability for employees and be used as a public communications tool.

The website shall, at a minimum, meet the following:

Required Services/Deliverables:

- The information on the new PFA website should be directed towards the citizens, employees, businesses, visitors, developers, prospective residents, other government agencies, civic groups, associations, youth and senior citizen groups, and any person or agency seeking to obtain information about the Poudre Fire Authority.
- Visually appealing – The site must have an attractive mix of text, photos and graphics similar to that of <http://www.firedepartment.org>.
- Provide easy access to public information for use by citizens and employees.
- Ensure the site can be easily updated, with a stable and easy to use content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the PFA IT Department will need to purchase for the continued maintenance of the website.
- Provide the public an alternative means of communicating with PFA and our Board of Directors.
- Enhance delivery and awareness of fire department services and facilitate a clearly accessible process for public inquiry.
- Common Theme and Consistent Design. Each section of the site should have a common look/theme. The PFA logo should be present on every page as well as be a common header. All font types and basic layout should be used throughout the site.

- If determined by our Fire Prevention Bureau, provide the ability to conduct secure financial transactions for permits/applications online.
- Provide pages for all PFA programs, services, and functions.
- Be easily upgradeable and portable.
- Provide support for ADA requirements as well as language support for our Spanish speaking population.
- Include an effective site search engine.
- Allow for email subscriptions and RSS feeds.
- Display incidents which will include response apparatus from our records management system (RMS).
- Members only log-in site / portal (Extranet that links between Internet and Intranet for Firefighters & Retirees).
- News release and calendar section that includes events, promotions, press releases, etc.
- Quick Links section similar to the left hand column on this site: <http://www.seattle.gov/fire/>.
- Easy to use site map.
- About us section and a FAQ section & maintain them as separate sections.
- Northern Colorado Consortium links and links to other partner departments.
- Multimedia (virtual station, apparatus, FF gear, car seat check, etc. videos).
- Include Public Education items such as Smart Kids and Adopt a School Program.
- Ensure Handheld and tablet devices can access and use the site easily.
- Ability to connect to and display a variety of content from a variety of backend data sources such as Excel files, SQL databases, and SharePoint sites.
- Allow for interactivity. This includes e-mail response, surveys, feedback, forms, online payments, and access to various PFA calendars. The designer must incorporate the ability for users to complete interactive on-line forms for such tasks as employment, plan reviews, and building permit applications.
- Tracking of pages/links/hits per visitor. Having a variety of reports on this information will be very valuable to our organization.
- The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average customer.
- The website must include interoperability with our current Social Media sites such as Facebook, Twitter, YouTube, etc. Firehouse.com has an example of a Twitter feed section on their home page that we would like to see on our new website.
- Dashboard for a live data feed from our Dispatch / Records Management systems.

- Events section that would be up-to-date and would link to further information similar to the following link: <http://safety.colostate.edu>. This content must be easy to manage for a variety of users.
- The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal.
- All documents, including maps, tables, and documents should be in HTML, Portable Document Format (PDF), or in a format approved by the PFA to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
- Include links for visitors to download any browser plug-in products, such as Acrobat Reader and Flash, which are necessary to view information on the site.
- The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.
- The site should take into consideration PFA's future desire to include secure on-line credit card purchases, employment applications, and the ability to conduct e-government transactions such as on-line permitting, facility reservations, class registrations and other interactive forms.
- Information currently provided on the website must be included in the proposal.
- The proposal should include a comprehensive timeline for each phase of the website design, including meetings with PFA staff, re-design, development, draft presentation, implementation, and training.
- The site must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance.
- Capability to maintain an archive of existing and past records such as agendas, meeting minutes, press releases, newsletters, etc.
- Hosting and maintenance service options are to be presented as options to facilitate the design and maintenance of this site and the server hosting this site.

SERVICES REQUIRED OF SELECTED VENDOR:

- The selected company/individual may be required to present prepared website information during the development process.
- The selected company/individual will be required to meet regularly with PFA representatives to discuss and plan the project and provide progress reports as needed.
- The selected company/individual must work directly with the various departments within PFA to deal with the specific needs of those departments. The successful respondent will be required to meet the representatives from each department to determine a final list of information to be presented and agree on a final layout for those department's web pages on the new website.
- Initial draft website design templates and site maps, will be provided to the PFA within six weeks from the date of the approved contract, for review prior to implementation.

- A testing period and subsequent acceptance testing period, either period not to exceed 15 business days, shall be provided, during which the PFA may evaluate the website on PFA/City of Fort Collins property to ensure satisfaction with the website functions and conformance with the Proposal. At the completion of each testing period, a letter of acceptance or failure will be provided to the company/individual selected. Items requiring correction at either testing period must be corrected within 15 calendar days by the awarded firm.

PFA TECHNICAL INFORMATION

The PFA plans to run the website on an in- house web server, however, viable external hosting options may be included as an Attachment to the RFP.

Internet Provider Services are not part of this project. The PFA already has an ISP with the City of Fort Collins; therefore these services are not part of this RFP process.

START AND COMPLETION OF WORK

The tentative schedule for this project/process is as follows:

April 23, 2012	Proposals Due
May 9, 2012	Interviews with Top Responders
May 18, 2012	Contract Approved
June 1, 2012	Begin new website project
August 17, 2012	PFA Board and Staff Presentation
August 24, 2012	Decommission current sites and Go Live with new site

PROPOSAL FORMAT

This section instructs respondents on procedures related to the submission of proposals.

1. The title page of the proposal must contain your name, address, telephone number, principal contact, fax number and email address.
2. The proposal should contain a table of contents.

PROPOSAL SUBMITTAL REQUIREMENTS

The City of Fort Collins and Poudre Fire Authority shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal. In order to simplify the review process and maximize the degree of comparative analysis, the RFP Response should be organized in the following manner:

1. Methods and Approach: Describe your expected or recommended approach, including a clear and detailed description of your proposed “cutover strategy”. Describe the anticipated interaction with the PFA and the resources you expect to require them to provide. Provide a timeline of your anticipated schedule for completing consultant tasks.
2. Deliverables: Given the list above under **Required Services/Deliverables** and **SERVICES REQUIRED**, provide us with your plan to achieve them (not to exceed two pages).
3. Qualifications and Experience: Provide relevant information regarding previous experience related to this or similar Projects, to include the following (***Please limit this to a maximum of two pages!***):

- Brief Company History including time in business
 - Minimum of three years experience working with website design, development, and implementation.
 - Years of experience related to website design and development. Provide a list of comparable websites, including at least three (3) municipalities and governmental agencies (preferably fire departments if you have them), designed by your company. Include the website address, company/agency contact person, address, telephone number. These companies/agencies may be contacted for references.
 - Enclose a section on relevant website development experience and information on the extent of your abilities to meet the needs of this project. Please provide a color sample of what you envision as the home page for the site.
4. List of Project Personnel: This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or sub consultants, and their individual areas of responsibility. A resume for each professional and technical person assigned to the contract, including partners and/or sub consultants, shall be submitted. The résumés shall include at least three references from previous assignments.
 5. Organization Chart/Proposed Project Team: An organization chart containing the names of all key personnel and sub consultants with titles and their specific task assignment for this contract shall be provided in this section. **NOTE: Any Personnel Changes within the awarded Contract will need to be approved by the PFA Project Manager**
 - a. Proposal should be all encompassing, with a single vendor identified as the “responsible lead vendor.” Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
 - b. Include what and where assistance will be required from PFA staff in order to complete the project.
 6. Availability: Describe the availability of project personnel to participate in this project in the context of the consultant firm’s other commitments.
 7. Estimated Hours by Task: Provide estimated hours for each proposed or optional task, including the time required for meetings, conference calls, etc.
 8. Schedule of Rates and Cost by Task: Provide a schedule of billing rates by category of employee to be used during the term of the contract, and an anticipated cost of each task identified in the section **Required Services/Deliverables** and **SERVICES REQUIRED OF SELECTED VENDOR** . All direct costs (i.e., travel, printing, postage, etc) specifically attributed to the project and not included in the billing rates must be identified.
 - a. The proposal should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, etc.).
 - b. The proposal should contain the total project cost, as well as detailed “line item” costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs must be clearly stated.

VENDOR STATEMENT

I have read and understand the specifications and requirements for this bid and I agree to comply with such specifications and requirements. I further agree that the method of award is acceptable to my company. I also agree to complete PROFESSIONAL SERVICES WORK ORDER AGREEMENT with the City of Fort Collins on behalf of the Poudre Fire Authority within 30 days of notice of award. If contract is not completed and signed within 30 days, the City and PFA reserve the right to cancel and award to the next highest rated firm.

NOTE: VENDOR STATEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL. VENDOR IS TO ALSO INCLUDE THE REQUIRED INSURANCE CERTIFICATE NAMING THE CITY OF FORT COLLINS AND THE POUDRE FIRE AUTHORITY AS ADDITIONAL INSURED.

FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

BIDDER'S NAME: _____

SIGNATURE: _____

PRIMARY SERVICES ISSUES CONTACT: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

CELL: _____ **EMERGENCY:** _____

BACKUP: _____

AWARD AND CONTRACT PROCESS

1. The City and PFA reserve the right to award directly as a result of the written proposals. The City and PFA may or may not opt to conduct oral interviews.
2. The selected Contractor shall be expected to sign the City's standard Professional Services Work Order Agreement prior to commencing Services (see sample attached to this Proposal).
3. The City and PFA reserve the right to negotiate with any vendor as meets the needs of the City and PFA. The City and PFA reserve the right to reject any or all proposals, and to waive any irregularities.

REVIEW AND ASSESSMENT

Proposals will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and any optional interview session. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?
2.0	Cost and Work Hours	Do the proposed cost and work hours compare favorably with the Project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?

REFERENCES

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If a study, did it meet the Scope of Work?

PLEASE GO TO www.fcgov.com/purchasing TO REGISTER IN OUR E-PROCUREMENT SYSTEM FOR FUTURE BID OPPORTUNITIES! BE SURE TO SELECT ALL APPROPRIATE COMMODITY CODES.

COMMODITY CODES USED FOR THIS RFP:

918-29 Computer Software Consulting
918-30 Computer Network Consulting

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT **WORK ORDER TYPE**

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, on behalf of the Poudre Fire Authority, hereinafter referred to as the "City" and PFA, and _____, hereinafter referred to as "Professional".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Professional agrees to provide services in accordance with any project Work Orders for _____, issued by the City. A blank sample of a work order is attached hereto as Exhibit "A", consisting of _____ (_____) pages and is incorporated herein by this reference. The City reserves the right to independently bid any project rather than issuing a Work Order to the Professional for the same pursuant to this Agreement.

2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule stated on each Work Order.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified on each Work Order. Time is of the essence. Any extensions of any time limit must be agreed upon in writing by the parties hereto.

4. Contract Period. [Option 1] This Agreement shall commence _____, 20_____, and shall continue in full force and effect until _____, 20_____, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed _____ (_____) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder

Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Professional and mailed no later than ninety (90) days prior to contract end.

5. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this agreement shall be effective when mailed, postage prepaid and sent to the following address:

Professional:	City: City of Fort Collins Attn: PO Box 580 Fort Collins, CO 80522	With Copy to: City of Fort Collins Attn: Purchasing PO Box 580 Fort Collins, CO 80522
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In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

5. Design, Project Insurance and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the City its officers and employees, in accordance with Colorado law, from all damages whatsoever claimed by third parties against the City and for the City's costs and reasonable attorney's fees arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional

shall maintain commercial general liability insurance in the amount of \$500,000 combined single limits and errors and omissions insurance in the amount of .

7. Compensation. In consideration of services to be performed pursuant to this Agreement, the City agrees to pay Professional on a time and reimbursable direct cost basis designated in Exhibit "B", consisting of () page(s), attached hereto and incorporated herein by this reference. At the election of the City, each Work Order may contain a maximum fee, which shall be negotiated by the parties hereto for each such Work Order. Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant to the Work Order and upon approval of the Professional's direct reimbursable expenses. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City.

8. City Representative. The City will designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.

9. Project Drawings. Upon conclusion of the project and before final payment, the Professional shall provide the City with reproducible drawings of the project containing accurate information on the project as constructed. Drawings shall be of archival, prepared on stable mylar base material using a non-fading process to provide for long storage and high quality reproduction. "CD" disc of the as-built drawings shall also be submitted to the owner in and AutoCAD version no older than the established city standard.

10. Monthly Report. Commencing thirty (30) days after Notice to Proceed is given on any Work Order and every thirty days thereafter, Professional is required to provide the City

Representative with a written report of the status of the work with respect to the Work Order, Work Schedule and other material information. Failure to provide any required monthly report may, at the option of the City, suspend the processing of any partial payment request.

11. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

12. Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

13. Acceptance Not Waiver. The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.

14. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.

15. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party

shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

16. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

17. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Professional represents and agrees that:

- a. As of the date of this Agreement:
 1. Professional does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Professional will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- b. Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
- c. Professional is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

d. If Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Professional shall:

1. Notify such subcontractor and the City within three days that Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Professional shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

f. If Professional violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Professional shall be liable for actual and consequential damages to the City arising out of Professional's violation of Subsection 8-17.5-102, C.R.S.

g. The City will notify the Office of the Secretary of State if Professional violates this provision of this Agreement and the City terminates the Agreement for such breach.

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

THE CITY OF FORT COLLINS, COLORADO

By: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing & Risk Management

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

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

By: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

ATTEST:

Corporate Secretary

(Corporate Seal)

EXHIBIT "A"

WORK ORDER FORM
PURSUANT TO AN AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND

DATED:

Work Order Number:

Purchase Order Number:

Project Title:

Commencement Date:

Completion Date:

Maximum Fee: (time and reimbursable direct costs):

Project Description:

Scope of Services:

Professional agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Professional Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Professional Services Agreement and this work order (including the attached forms) the Professional Services Agreement shall control.

Professional

By: _____

Date: _____

City of Fort Collins

The attached forms consisting of ____ () pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given.

By: _____

James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management
(over \$60,000.00)

Date: _____