



Financial Services  
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970.221.6775  
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[fcgov.com/purchasing](http://fcgov.com/purchasing)

**REQUEST FOR PROPOSAL**  
**9671 WEBSITE REDESIGN SERVICES**  
**RFP DUE: 3:00 PM MT (Mountain Time), October 20 , 2022**

The Lincoln Center is looking for vendors to redesign, reorganize, and improve the conveyance of information on its website Lctix.com. When providing an estimate, the vendor should take into consideration The Lincoln Center's varied offerings (i.e. entertainment events, art gallery exhibits, and event rental spaces) as well as its multiple sales funnels and the varied audiences/users it serves.

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

**All questions should be submitted, in writing via email, to Ed Bonnette, CPM, CPPB, Senior Buyer at [ebonnette@fcgov.com](mailto:ebonnette@fcgov.com), with a copy to Alison Baumgartner, Project Manager, [ABaumgartner@fcgov.com](mailto:ABaumgartner@fcgov.com) , no later than 3:00 PM MT on October 6** in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

**Rocky Mountain E-Purchasing System hosted by BidNet**

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

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

91596 Web Page Design, Management and Maintenance Services

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

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

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

**Public Viewing Copy:** The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Service Providers/Professionals may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Service Providers/Professionals may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Service Providers/Professionals hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions of any contract resulting from this request for proposal will be public information.**

**Service Providers/Professionals Registration:** The City requires new Service Providers/Professionals receiving awards from the City to submit IRS form W-9 or W-8BEN/W8-BEN-E (international firms) and requires all Service Providers/Professionals to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at [www.fcgov.com/purchasing](http://www.fcgov.com/purchasing) under Vendor Reference Documents. **Please do not submit these documents with your proposal**, however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception. The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

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

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

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

**Utilization of Award by Other Agencies:** The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all

parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Service Provider/Professional shall be required to sign the City's Agreement prior to commencing services (see sample attached to this document).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gerry Paul', is positioned above the printed name.

Gerry Paul  
Purchasing Director

## **I. BACKGROUND & OBJECTIVE / OVERVIEW**

### **A. Background**

At The Lincoln Center, more than 165,000 people find connection through culture, creativity and celebrations at over 800 events annually. Owned and operated by the City of Fort Collins since 1978, The Lincoln Center is one of Northern Colorado's premier venues for performing arts, special events, visual arts, weddings, and corporate meetings. With 79,000 square feet of space, the facility houses a 1,187-seat Performance Hall, a 226-seat Magnolia theater, an art gallery, an outdoor sculpture garden, and five events spaces—including two indoor ballrooms, an outdoor terrace, and a rooftop deck. The Lincoln Center prides itself on bringing people together for shared and diverse experiences that transform individuals into a community.

### **B. Objective**

The Lincoln Center is looking for vendors to redesign, reorganize, and improve the conveyance of information on its website LCtix.com. When providing an estimate, the vendor should take into consideration The Lincoln Center's varied offerings (i.e. entertainment events, art gallery exhibits, and event rental spaces) as well as its multiple sales funnels and the varied audiences/users it serves.

**In addition to this specific project for Lincoln Center; proposals are to include general costs and services for other Website Redesign projects. It is our objective to award a work-order agreement for Website Redesign Services as a result of this RFP so that in addition to the project for Lincoln Center (which will be Work Order #1), this agreement can also be used for other subsequent similar projects (additional Work Orders).**

## **II. SCOPE OF PROPOSAL**

### **A. Scope of Work/Must-Haves**

Please use the following requirements when generating a proposal:

1. Design
  - a. An optimized, mobile first design that follows adheres to google standards found here: <https://developers.google.com/search/mobile-sites/mobile-first-indexing>
  - b. Reorganization and redesign of website as a whole unit
    - i. Must include:
      1. Two distinct sales funnels represented in design and informational architecture. This includes:
        - a. Development of information architecture for ticket sales
        - b. Development of information architecture for the rental of Lincoln Center spaces
      - ii. Additional design and informational architectures for:
        1. Art Gallery
        2. Blog

3. Volunteer Information
2. User-friendly Backend
  - a. Ability for The Lincoln Center staff to conduct the majority of edits, publishing, and creation of new pages.
  - b. Ability for The Lincoln Center to schedule all content, including webpages, buttons to buy tickets, widgets (including sliders), blog article, etc.
3. SEO (Search Engine Optimization)
  - a. Please detail your SEO practices in your Proposal.
  - b. If applicable, please include an estimate of continued SEO services.
4. Continued Maintenance and Service
  - a. Maintain and update website security
  - b. On call services for when the website goes down
  - c. Frequent and scheduled backups of website and all associated content
  - d. A dedicated project manager for the duration of the contract.
    - i. Be available for questions
    - ii. Be available to implement changes or assist staff when needed
5. Accessibility
6. Website must remain current and compliant with ADA requirements for the duration of the contract.
7. Security
  - a. Website must maintain current best practices for delivering content securely, including but not limited to the following:
    - i. Serving all content over HTTPS
    - ii. Redirecting all traffic from HTTP to HTTPS with URLs intact.
      1. For more information, please go here: <https://https.cio.gov/>
    - iii. Any assets or libraries must stay current and free of published exploits
  - b. Any breeches in data or website security must be reported immediately with a proposed remedy.
8. Copyright Compliance

All design, art and images not directly supplied by The Lincoln Center must be copyright compliant.

**B. Additional Wants (Desired Functionality):**

1. **API** — Please provide a generalized cost estimate on developing an API with ShoWare, our current ticketing system, in order to integrate ticketing information (date, times, prices, percentage sold) with each show page.
2. **Servers** — Please provide information and any associated costs for website hosting if possible. Please list costs as a separate line item.

**C. Vendors shall reply to the questions on Appendix A SaaS Cyber Vendor Questionnaire by submitting their answer to each question below the question on the form, indicating those that are not applicable.**

- D. Pricing for the system and services being proposed shall be submitted on the Appendix B Total Cost of Ownership spreadsheet that clearly itemizes in detail any and all applicable cost related figures, beginning with the first annual period and continuing for each of the annual renewal terms. Price should be broken down on a per license or per project cost basis, if applicable, and should reflect the ability to scale upward or downward based on the number of reviewers or projects.**

#### **E. Deliverables/Milestones**

The following deliverable milestones have been identified as examples. Vendor is to propose milestones, target dates, percent of project completion and associated milestone payment to be triggered upon successful completion as part of their proposal.

1. Analysis of existing website and full project scoping.
  - a. This includes meetings with The Lincoln Center staff to determine the best organization for existing sales funnels.
2. Propose information architecture for website
3. Proposal of design
4. Implementation of approved design in sandbox
5. Training of The Lincoln Center staff on using the backend
6. Once website is approved in sandbox, go live.
7. Provide post go-live remediation
8. Project acceptance

#### **F. Anticipated Schedule**

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

- |                                  |                                |
|----------------------------------|--------------------------------|
| • RFP issuance:                  | September 29, 2022             |
| • Question deadline:             | 3:00 PM MT on October 6 2022   |
| • Final Addendum Issued:         | October 11, 2022               |
| • Proposal due date:             | 3:00 PM MT on October 20, 2022 |
| • Interviews (tentative):        | Week of November 7, 2022       |
| • Award of Contract (tentative): | Week of November 14, 2022      |

#### **G. Interviews**

In addition to submitting a written proposal, the top-rated Service Providers may be interviewed by the RFP assessment team and asked to participate in an oral presentation and or demo session to provide an overview of the company, approach to the project and

to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section IV.

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

#### **H. Subcontractors/Subconsultants**

Service Provider will be responsible for identifying any subcontractors and/or subconsultants in their proposal. Please note that the City will contract solely with the awarded Service Provider; therefore, subcontractors and/or subconsultants will be the responsibility of the Service Provider.

#### **I. Fees, Licenses, Permits**

The successful Service Provider shall be responsible for obtaining any necessary licenses, fees or permits without additional expense to the City. All vehicles and equipment shall be properly licensed and insured, carry the appropriate permits and be placarded as required by law.

#### **J. Laws and Regulations**

The Service Provider agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances to include American Disabilities Act (ADA).

#### **K. Invoicing and Payment**

Invoices should be emailed monthly to [invoices@fcgov.com](mailto:invoices@fcgov.com) with a copy to the Project Manager. The cost of the work completed shall be paid to the Service Provider each month following the submittal of a correct invoice by the Service Provider indicating the project name, Purchase Order number, task description, hours worked, personnel/work type category, hourly rate for each employee/work type category, date of the work performed specific to the task, percentage of that work that has been completed by task, 3<sup>rd</sup> party supporting documentation with the same detail and a brief progress report.

Payments will be made using the prices stated in the Agreement. In the event a service is requested which is not stated in the Agreement, the Service Provider and the City will negotiate an appropriate unit price for the service prior to the Service Provider initiating such work.

The City pays invoices on Net 30 terms.

#### **L. COVID-19 Compliance**

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

covering consistent with local public health recommendations and other applicable safety requirements.

### **III. PROPOSAL SUBMITTAL**

Please limit the total length of your proposal to a maximum of fifty (50) 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Authorization form). Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and may be used for detailed pricing. Links to other files or websites shall not be permitted. Proposals that do not conform to these requirements may be rejected.

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

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

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

#### **A. Cover Letter / Executive Summary**

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

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

#### **B. Service Provider/Professional Information**

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

#### **C. Scope of Proposal**

1. Provide a detailed narrative of the services proposed if awarded the contract per the scope above. The narrative should include any options that may be beneficial for the City to consider.
2. Describe how the project would be managed and who would have primary responsibility for its timely and professional completion.



3. Briefly describe the approach to execute the scope of work to include the methods and assumptions used, and any exceptions and/or risks.
4. Describe the methods and timeline of communication your firm will use with the City's Project Manager and other parties.
5. Include a description of the software and other analysis tools to be used.
6. Identify what portion of work, if any, may be subcontracted or outsourced to subconsultants. Include all applicable information herein requested for each Service Provider.
7. How will you ensure compliance with Covid-19 requirements?
8. Can the work be completed in the necessary timeframe, with target start and completion dates met?
9. Are other qualified personnel available to assist in meeting the project schedule if required?
10. Is the project team available to attend meetings as required by the Scope of Work?
11. Provide an outline of the schedule for completing tasks.

#### **D. Firm Capability and Assigned Personnel**

Provide relevant information regarding previous experience related to this or similar projects, to include the following:

1. Provide an Organization Chart/Proposed Project Team: An organization chart containing the names of all key personnel and subconsultants with titles and their specific task assignment for this Agreement shall be provided in this section.
2. Provide resumes for each professional and technical person to be assigned to the project, including partners, subconsultants, and subcontractors. Please limit resumes to one page.
3. A list of qualifications for your firm and qualifications and experience of the specific staff members proposed to perform the services described above.
4. References. Provide a minimum of three similar projects with public agencies in the last 5 years that have involved the staff and subcontractors/subconsultants proposed to work on this project. Include the owner's name, title of project, beginning price, ending price, contact name, email and phone number, subconsultants on the team and a brief description of the work and any change orders. The Service Provider authorizes the City to verify any and all information contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information provided.
5. Please address any issues and/or opportunities related to COVID-19 and remote working. Specifically, how will you maintain the project on schedule and outreach to stakeholders?
6. Provide any information that distinguishes Service Provider from its competition and any additional information applicable to this RFP that might be valuable in assessing Service Provider's proposal.
7. What adjustments to your processes do you plan to make due to COVID-19?

## **E. Sustainability/Triple Bottom Line (TBL) Methodology**

In concise terms (no more than two pages), please describe your organization's commitment to sustainability and supporting values.

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

1. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.
2. Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects on which your firm has been the prime Service Provider/Professional.

Some examples are provided below:

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

## **F. Cost and Work Hours**

In your response to this proposal, please provide the following:

1. Estimated Hours by Task: Provide estimated hours for each proposed task by job title and employee name, including the time required for meetings, conference calls, etc.
2. Cost by Task: Provide the cost of each task identified in the Scope of Proposal section. Provide a total not to exceed cost for the Scope of Proposal. Price all additional services/deliverables separately.
3. Schedule of Rates: Provide a schedule of billing rates by category of employee and job title to be used during the term of the Agreement. This fee schedule will be firm for at least one (1) year from the date of the Agreement. The fee schedule will be used as a basis for determining fees should additional services be necessary. Include a per

meeting rate in the event additional meetings are needed. A fee schedule for subconsultants/subcontractors, if used, shall be included.

4. All direct costs (i.e., travel, printing, postage, etc.) specifically attributed to the project and not included in the billing rates must be identified. Reasonable expenses may be reimbursable as per the current rates found at [www.gsa.gov](http://www.gsa.gov). Service Provider will be required to provide original receipts to the City for all travel expenses.
5. Fill out Appendix B Total Cost of Ownership Spreadsheet and include as part of your Proposal. Include any applicable recurring annual costs for support & maintenance for 5 years.

#### **G. Sample Agreement**

Included with this request for proposals is a sample Agreement that the City intends to use for obtaining the services of the Service Provider. The Service Provider is required to review this Agreement and indicate any objections to the terms of the contract. If revisions to the contractual terms are requested, provide suggested revisions.

#### **H. Acknowledgement**

The Acknowledgement form is attached as Section V. Complete the attached form indicating the Service Provider hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that the Service Provider has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

#### IV. REVIEW AND ASSESSMENT CRITERIA

##### A. Proposal and Interview Criteria

Service Providers will be evaluated on the following criteria. This set of criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Service Providers/Professionals may be conducted.

The rating scale shall be from 1 to 10, a rating of 1 doesn't meet minimum requirements, a rating of 5 means the category fulfills the minimum requirements, and 10 exceeds minimum requirements in that category.

WEIGHTING FACTOR	CATEGORY	STANDARD QUESTIONS
3.0	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement? 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?
3.0	Firm Capability & Assigned Personnel	Does the firm have the resources, financial strength, capacity and support capabilities required to successfully complete the project on-time and in-budget? Has the firm successfully completed previous projects of this type and scope? Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project?
1.0	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line methodology in both their Scope of Work for the project, and their day-to-day business operating processes and procedures?  Does the firm demonstrate a commitment to all three aspects (social, environmental, and economic) of the Triple Bottom Line (TBL) methodology of sustainability for this project and in their company value system as evidenced by their day-to-day business operating processes, practices and procedures?

3.0	Cost & Work Hours	Does the proposal included detailed cost break-down for each cost element as applicable and are the line-item costs competitive? Do the proposed cost and work hours compare favorably with the Project Manager's estimate? Are the work hours presented reasonable for the effort required by each project task or phase?

## V. ACKNOWLEDGEMENT

Service Provider hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the **RFP 9671 WEBSITE REDESIGN SERVICES** and sample Agreement except as otherwise noted. Additionally, Service Provider hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Service Provider's knowledge and belief.
- b. Service Provider commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Service Provider further agrees that the method of award is acceptable.
- e. Service Provider also agrees to complete the proposed Agreement with the City of Fort Collins within 10 days of notice of award. If contract is not completed and signed within 10 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Service Provider acknowledges receipt of \_\_\_\_ addenda.
- g. Service Provider acknowledges no conflict of interest.
- h. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under Colorado Open Records Act (CORA). Service Provider hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA.

Legal Firm Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Authorized Agent of Firm: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Primary Contact for Project: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**NOTE: ACKNOWLEDGMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.**

**VI. SAMPLE AGREEMENT (FOR REFERENCE ONLY – DO NOT SIGN)****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, hereinafter referred to as the "City" and hereinafter referred to as "Service Provider".

**WITNESSETH:**

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

**1. Services to be Performed.**

- a. This Agreement shall constitute the basic agreement between the parties for services for . The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, a sample of which is attached hereto as Exhibit A, consisting of one (1) page and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. No Work Order shall exceed \$ . A general scope of services is attached hereto as Exhibit C, consisting of ( ) page and incorporated herein by this reference.

The only services authorized under this Agreement are those which are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. Irrespective of references in Exhibit A to certain named third parties, Service Provider shall be solely responsible for performance of all duties hereunder.

- b. The City may, at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit B, consisting of one (1) page and incorporated herein by this reference.

**2. Changes in the Work.** The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Agreement. Nothing within this Agreement shall obligate the City to have any particular service performed by the Service Provider.**3. Time of Commencement and Completion of Services.** The services to be performed

pursuant to this Agreement shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence.

4. Contract Period. This Agreement shall commence , 2022, and shall continue in full force and effect until , 2023, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties only at the time of renewal. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.
5. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within ten (10) days from the onset of such condition.
6. Early Termination by City/Notices. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least ten (10) 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 immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Service Provider:	City:	Copy to:
	City of Fort Collins	City of Fort Collins
Attn:	Attn:	Attn: Purchasing Dept.
	PO Box 580	PO Box 580
	Fort Collins, CO 80522	Fort Collins, CO 80522
Email Address	Email Address	<a href="mailto:purchasing@fcgov.com">purchasing@fcgov.com</a>

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Service Provider shall submit a final invoice within ten (10) days of the effective date of termination. Undisputed invoices shall be paid Net 30 days of the date of the invoice. Such payment shall be the Service Provider's sole right and remedy for such termination.

7. Contract Sum. This is an open-end indefinite quantity Agreement with no fixed price. The actual amount of work to be performed will be stated on the individual Work Orders. The City makes no guarantee as to the number of Work Orders that may be issued or the actual amount of services which will in fact be requested.



8. Payments.

The City agrees to pay and the Service Provider agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Bid Schedule Proposal Form, attached hereto as Exhibit , consisting of ( ) page, and incorporated herein by this reference.

Invoices shall be emailed to [invoices@fcgov.com](mailto:invoices@fcgov.com) with a copy to the Project Manager. The cost of the work completed shall be paid to the Service Provider following the submittal of a correct itemized invoice by the Service Provider. The City is exempt from sales and use tax. The City's Certificate of Exemption license number is 09804502. A copy of the license is available upon written request.

The City pays invoices on Net 30 days from the date of the invoice.

9. Appropriation. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City's representative will be shown on the specific Work Order and shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the work requested. All requests concerning this Agreement shall be directed to the City Representative.
11. Independent Contractor. It is agreed that in the performance of any services hereunder, the Service Provider is an independent contractor responsible to the City only as to the results to be obtained in the particular work assignment and to the extent that the work shall be done in accordance with the terms, plans and specifications furnished by the City.
12. Subcontractors. Service Provider may not subcontract any of the Work set forth in the subsequent Work Orders without the prior written consent of the City, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Service Provider.
13. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an

agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the city.

14. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of this Agreement.
15. Warranty.
  - a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
  - b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
  - c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.
16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.
17. 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 themselves 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.
18. Entire Agreement; Binding Effect; Order of Precedence; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction 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. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

19. Indemnity/Insurance.

- a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.
- b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
- c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit , consisting of ( ) page attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder shall deliver to the City's Purchasing Director, [purchasing@fcgov.com](mailto:purchasing@fcgov.com) or P. O. Box 580, Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the city.

20. Law/Severability. This Agreement shall be governed in all respect by the laws of the State of Colorado. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Denver District Court. 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.

21. Utilization by Other Agencies. Optional The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms. Nothing herein shall be deemed to authorize or empower the Agency to act as an agent for the City of Fort Collins in connection with the exercise of any rights hereunder, and neither party shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. The other Agency shall be solely responsible for any debts, liabilities, damages, claims or expenses incurred in connection with any agreement established between them and the Service Provider. The City's concurrence hereunder is subject to the Service Provider's commitment that this authorization shall not have a negative impact on the work to be completed for the City.

22. Prohibition Against Unlawful Discrimination. The City of Fort Collins, in accordance with the

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

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

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

23. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
24. Colorado Open Records Act. The City is subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
25. Dust Control. Optional The Service Provider shall abide by the City of Fort Collins "Dust Control and Prevention Manual," which is available for public download at <https://www.fcgov.com/airquality/pdf/dust-prevention-and-control-manual.pdf>, and is incorporated herein by this reference. The City of Fort Collins has implemented this manual for all projects performed for the City of Fort Collins or located within the City of Fort Collins City limits.
26. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit - Confidentiality, consisting of ( ) page, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

By: \_\_\_\_\_  
Gerry Paul, Purchasing Director

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

SERVICE PROVIDER

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
WORK ORDER FORM**

PURSUANT TO A MASTER AGREEMENT BETWEEN  
THE CITY OF FORT COLLINS  
AND  
SERVICE PROVIDER'S NAME

**WORK ORDER NUMBER:** \_\_\_\_\_**PROJECT TITLE:** \_\_\_\_\_**ORIGINAL BID/RFP NUMBER & NAME:** \_\_\_\_\_**MASTER AGREEMENT EFFECTIVE DATE:** Original Contract Date**WORK ORDER COMMENCEMENT DATE:** \_\_\_\_\_**WORK ORDER COMPLETION DATE:** \_\_\_\_\_**MAXIMUM FEE:** (time and reimbursable direct costs): \_\_\_\_\_**PROJECT DESCRIPTION/SCOPE OF SERVICES:** \_\_\_\_\_

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement shall control.

The attached forms consisting of \_\_\_\_\_ (\_\_\_\_\_) page(s) are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

**SERVICE PROVIDER:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name, Title

**ACCEPTANCE:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name, Project Manager

**REVIEWED:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name, Buyer or Senior Buyer

**ACCEPTANCE:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Gerry Paul, Purchasing Director  
(if greater than \$60,000)

## EXHIBIT B CHANGE ORDER NO.

PROJECT TITLE:

SERVICE PROVIDER: Company Name

WORK ORDER NUMBER:

PO NUMBER:

DESCRIPTION:

1. Reason for Change: Why is the change required?
2. Description of Change: Provide details of the changes to the Work
3. Change in Work Order Price:
4. Change in Work Order Time:

---

ORIGINAL WORK ORDER PRICE	\$	.00
TOTAL APPROVED CHANGE ORDER		.00
TOTAL PENDING CHANGE ORDER		.00
TOTAL THIS CHANGE ORDER		.00
TOTAL % OF THIS CHANGE ORDER		%
TOTAL C.O.% OF ORIGINAL WORK ORDER		%
<b>ADJUSTED WORK ORDER COST</b>	<b>\$</b>	<b>.00</b>

SERVICE PROVIDER: \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

ACCEPTANCE: \_\_\_\_\_  
Name, Project Manager

Date: \_\_\_\_\_

REVIEWED: \_\_\_\_\_  
Name, Buyer or Senior Buyer

Date: \_\_\_\_\_

ACCEPTANCE: \_\_\_\_\_  
Gerry Paul, Purchasing Director  
(if greater than \$60,000)

Date: \_\_\_\_\_

## EXHIBIT C GENERAL SCOPE OF SERVICES



**EXHIBIT  
BID SCHEDULE/COMPENSATION**

The following pricing shall remain fixed for the initial term of this Agreement. Any applicable price adjustments may only be negotiated and agreed to in writing at the time of renewal.

## EXHIBIT INSURANCE REQUIREMENTS

The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins  
Purchasing Division  
PO Box 580  
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies **by marking the appropriate box or adding a statement to this effect on the certificate**, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Service Provider shall maintain during the life of this Agreement such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Service Provider shall maintain during the life of this Agreement such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

## **EXHIBIT CONFIDENTIALITY**

**IN CONNECTION WITH SERVICES** provided to the City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Service Provider hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services that the Service Provider has agreed to perform, the Service Provider hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Service Provider agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Service Provider shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Service Provider understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Service Provider shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Service Provider ceases to perform services for the City, or the City so requests for any reason, the Service Provider shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Service Provider understands and agrees that the City’s remedies at law for a breach of the Service Provider’s obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

## Appendix A

### SaaS Cyber Vendor Questionnaire

1. **Data Ownership:** The City of Fort Collins will own all right, title and interest in its data that is related to the services provided. All data obtained by the vendor in the performance of this services shall become and remain the property of the City. The vendor will not share or distribute any City data to any other entity without the express written consent of the City. Can you comply with this?

**Answer:**

2. **Data Protection:** Describe how you safeguard the confidentiality, integrity and availability of City information, including encryption of personal data in transit and at rest, and access control. Do you have a privacy and security policy, and does the policy apply to customers' private data including personal identifiable information?

**Answer:**

3. **Data destruction:** What procedures and safeguards does the vendor have in place for sanitizing and disposing of City data according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render it unrecoverable and prevent accidental and/or unauthorized access to City data?

**Answer:**

4. **Data Location:** Are the data centers where City data may be stored or processed located exclusively in the United States? Do you allow your personnel or contractors to store City data on portable devices? Do your personnel and contractors access City data remotely?

**Answer:**

5. **Security Incidents or Data Breaches:** Describe your data breach and incident response communication plans. Has the company experienced any security breaches? If yes, explain.

**Answer:**

6. **Breach Responsibilities:** In addition to data breach communication, what additional responsibilities do you have to your customers in the event of a data breach involving private data that is in your control, or in the control of your contractors/subsidiaries, at the time of breach? Do you have cybersecurity insurance? If yes, provide an overview of the coverage.

**Answer:**

7. **Background Checks:** Do you conduct criminal background checks on all staff, including subcontractors? Do you employ people convicted of any crime of dishonesty?

**Answer:**

8. **Access to Security Logs and Reports:** The vendor shall provide reports to the City in a format as specified in the SLA agreed to by both the vendor and the City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this contract. Can you comply with this?

**Answer:**

9. **Risk Assessments and Audits:** Do you conduct periodic risk assessments to identify cybersecurity threats, vulnerabilities, and potential business consequences? Do you have regular independent assessments of your cybersecurity processes? Do you perform independent audits of your data center? How often? What level of audit is performed (e.g., SOC2)? Would you be willing to share redacted versions of your most recent risk assessment and audit report with the City?

**Answer:**

10. **Change Control and Advance Notice:** How do you communicate upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance to your customers?

**Answer:**

11. **Upgrades:** Are technology systems (e.g., servers, network devices, operating systems, applications, malware definitions) regularly updated/patched? Do you have any systems in production that are past end of life or that can no longer be patched?

**Answer:**

12. **Non-disclosure and Separation of Duties:** Describe how you enforce separation of job duties and limit staff knowledge of City data to that which is necessary to perform job duties.

**Answer:**

13. **Import and Export of Data:** Describe the data import and export processes from the customer's perspective.

**Answer:**

14. **Subcontractor Disclosure:** Identify all your strategic business partners related to services provided under this arrangement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the you, and who shall be involved in any application development and/or operations.

**Answer:**

15. **Right to Remove Individuals:** The City shall have the right at any time to require that the vendor remove from interaction with City any vendor representative who the City believes is detrimental to its working relationship with the vendor. Can you comply with this?

**Answer:**

16. **Encryption of Data at Rest:** Can you ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data?

**Answer:**

17. **Internet-Facing Security:** We may use BitSight (like a credit report for cyber security) to assess your internet-facing security. Do you subscribe to BitSight or a similar service, and if so are you willing to provide a sanitized report?

**Answer:**

18. **Service Interruption:** In the event of an interruption of your service, what is your process for notifying customer operations of the circumstances of the interruption or outage and the expected recovery time?

**Answer:**

19. **Backup and Recovery:** What is your backup & recovery SLA? What are the actual results/metrics vs. the SLA for the last 12 months? Is your backup data encrypted and, if so, to what standard?

**Answer:**

20. **Authentication:** Do you have an internal password policy? Do you have complexity or length requirements for passwords? Do employees/contractors have ability to remotely connect to your production systems? (i.e. VPN. Is multi-factor authentication available? Do you require MFA for administration of your service (local or remote)? Do you support SSO/SAML ADFS for customer access?

**Answer:**

21. **Cyber Insurance:** Does your firm carry cyber insurance? If so, what are your insurance levels?

**Answer:**

## Appendix B Total Cost of Ownership Spreadsheet

### Total Cost of Ownership

**Vendor** \_\_\_\_\_

	Yr1	Yr2	Yr3	Yr4	Yr5
Cost ITEM Summary	2022	2023	2024	2025	2026
<b>One time Costs</b>					
<b>Ongoing costs</b>					
<b>Total One Time Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total On Going Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Include spreadsheet of all costs for implementation, licensing, training, maintenance & support, etc. with your proposal so that we can see all one-time and recurring costs for your solution for Years 1-5.