



Financial Services
Purchasing Division
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REQUEST FOR PROPOSAL
10222 Intersection Detection Systems
RFP DUE: 3:00 PM MT (Mountain Time), October 17, 2025

The City of Fort Collins is requesting proposals from qualified Service Providers interested in providing detection equipment and related services for the City's traffic signals. The City requires a commercial off-the-shelf product that provides accurate detection, identification and data analysis for both vehicles and bicycles. As part of this Request for Proposals, the City will evaluate and compare proposed products to determine the best solution for the City. The Service Provider(s)/ product(s) selected will be awarded a contract to provide equipment and related support.

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 Adam Hill, Senior Buyer at adhill@fcgov.com, with a copy to Britney Sorenson, Project Manager, at bsorensen@fcgov.com, no later than 3:00 PM MT on October 8, 2025. Please format your e-mail to include: **RFP 10222 Intersection Detection Systems** 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):
55000 Markers, Plaques and Traffic Control Devices

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 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 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. Professionals may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Professionals may redact text and/or data that it deems confidential or proprietary pursuant to CORA. All pricing will be considered public records subject to disclosure under CORA and as such pricing cannot be redacted from the "FOR PUBLIC VIEWING" version of the proposal. 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 information and financial data information may not be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Professionals hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions and pricing of any contract resulting from this request for proposal will be public information.**

Service Providers Registration: The City requires new Service Providers receiving awards from the City to submit IRS form W-9 and requires all Service Providers to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Service Provider Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Service Provider 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 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 "G. Paul", is positioned above the printed name.

Gerry Paul
Purchasing Director

I. BACKGROUND & OBJECTIVE / OVERVIEW

A. Purpose

The City of Fort Collins (City) is initiating this Request for Proposals (RFP) to solicit proposals from Service Providers with a commercial off-the-shelf product who are interested in participating in a project to provide vehicle and bicycle detection for the City's traffic signals. Following initial review of the submitted proposals, the City expects to select products for testing and verification of product functionality. Service Providers selected for further testing and review will be required to provide all hardware, software and personnel necessary to install a Detection System for assessment in the test environment provided by the City. The successful Service Provider will be awarded a contract to provide equipment and ongoing support. The contract may be renewed in one-year increments for up to a total term of five years. The City may award more than one contract to provide the equipment and services described in this RFP.

B. Background

The City of Fort Collins maintains 197 traffic signals, 34 pedestrian signals and 4 emergency vehicle signals. Approximately 90% of the traffic signals are equipped with video detection for at least one approach. Only 12% of the traffic signal utilize inductive loops on one or more approaches. Fixed time operation with no detection is employed at less than 5% of intersections while almost a quarter operate in semi-actuated mode (no detection on the main street).

The predominant video detection system in use throughout the City is the Econolite Autoscope Video Detection System. Video feeds from the Econolite system are available in the Traffic Management Center (TMC) for display via the Centrac's Central System software. Traficon video detection is deployed at twelve (12) locations and Flir thermal detection is deployed at two (2) intersections. Information supplied by the various detection systems in use include vehicle detection, bicycle differentiation, vehicle classification, volume, occupancy, speed, advanced detection, and queue detection.

The traffic signal communication system is Ethernet based and relies on a combination of fiber optic cabling and wireless access points/radios. Traffic signal cabinets used by the City of Fort Collins are a Type 170. The Econolite ASC3-RM is the primary controller installed across the system. Eighteen locations utilize the Econolite Cobalt controller to run an adaptive control module. The intersections running adaptive control are using Econolite's Video Detection System for system detectors.

The City is federalizing this RFP so it can be used for federally funded projects. The Federal Terms and Conditions are included with this RFP and will be incorporated into the awarded Agreement. Build America Buy America and Buy America Act certification will be required. The Federal Terms and Conditions will only apply to projects that are funded with Federal funds. Projects awarded utilizing local funds will not be subject to the Federal Terms and Conditions.

II. SCOPE OF PROPOSAL

A. Scope of Work

Qualified Service Providers are asked to submit proposals for an intersection Detection System. The Service Provider(s) selected shall have a commercial off-the-shelf system

that is an established, recognized, proven, and verified product. The City will evaluate the submittals and select the most qualified Service Provider(s) for additional testing and functional verification.

The additional assessment is expected to include a field test to verify functionality and compatibility of the product with the City's Advanced Traffic Management System (ATMS) and Centrac's Central System. The Service Provider(s) selected for additional review will be required to provide a complete Detection System and assist in the installation of a system that meets the requirements described in **II. SCOPE OF PROPOSAL B. System Requirements**. The City will not reimburse Service Providers for the costs to submit a proposal and provide/install the demonstration Detection System.

The demonstration Detection System will be installed for a minimum of one week and a maximum of four weeks. Each Service Provider will have one day (up to 8 hours) to setup and prepare the Detection System for testing by the City. Upon completion of testing, the City will remove and return all equipment to the Service Provider. The City will evaluate the Detection System(s) and select the most qualified Service Provider(s) for award of a Services Agreement to supply the Detection System and provide on-going product support.

B. System Requirements

The Detection System shall be a commercially available off-the-shelf product that has proven to be reliable, consistent and high-performing. Additional requirements are as follows.

a. Functional Capabilities

The Detection System shall be able to emulate the following detector types simultaneously: standard presence, bicycle differentiation, speed, count, and vehicle classification. Additional detector types that the Detection System should include are advanced detection, occupancy, flow rate, headway, space occupancy and level of service. Detection capabilities for an intersection with up to eight different directions and up to seven lanes per direction shall be required.

b. Installation

Installation of the Detection System shall not impact the roadway surface and shall minimize exposure of the installation crew to vehicular traffic. Adjustments to zoom and focus shall be made from the traffic cabinet. Components installed outside of the traffic cabinet shall provide protection of cabinet components from high voltage transients and surges. No coaxial cable shall be permitted.

c. Performance

The Detection System shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion levels. The system shall be able to detect vehicle presence with a minimum 99% accuracy under normal day and night conditions, and a minimum 98% accuracy under inclement weather (fog, rain, snow, complex shadows) conditions. The frequency for false detections under any operating condition shall be less than 4%.

d. Environmental

The Detection System shall be designed to operate reliably in the environment found in a typical traffic cabinet. It shall meet the environmental requirements defined by the National Electrical Manufacturers Association (NEMA) TS1 and TS2 standards. The Detection System shall operate at temperatures between -20 to +140°F and between 0% to 90% relative humidity, non-condensing.

e. Communication

The Detection System shall fully support industry standard network protocols through a variety of infrastructures that are commercially available in the traffic industry. The Detection System shall have an integrated Internet Protocol (IP) address with no plug-in devices or converters required to allow devices in the field to be networked and organized via their public IP address. Full motion video with real-time streaming of the video stream shall be output and made available in the TMC via the traffic communication network. The monitoring feed for the system shall be compatible for display with the Econolite Centrac's Central System. The Detection System shall provide simultaneous detection inputs/outputs via Synchronous Data Link Control (SDLC) and NEMA/170 contact closure outputs.

f. Software

The embedded system software shall be capable of performing a variety of diagnostic, installation and fault identification operations; managing data communication; and providing digital video streaming. The software shall permit standard internet browsers to connect and remotely perform basic configuration, maintenance, and video streaming services.

The Service Provider shall provide the City with software and firmware licensing, warranties, technical support and upgrades for all software and firmware products in the Detection System, including readily available, customized, 3rd party products and database software. The Service Provider must provide the terms for each software/firmware component. If there is an additional cost for this software, it must be identified in the submittal. A document indicating terms of use will be required as part of the contract (Software Compliance Letter).

All software components will require City Information Technology team review. A completed questionnaire will be required as part of the contract by the awarded Service Provider(s) (SaaS Cyber Service Provider Questionnaire, Section IV, Exhibit G).

g. Documentation and Training

All training required for the City to successfully install, operate and maintain the Detection System shall be provided by the Service Provider. Training will be conducted at the City of Fort Collins, Traffic Management Center and in the field, as appropriate. All training materials will become property of the City of Fort Collins. The City of Fort Collins reserves the right to copy all training materials for use in future training sessions. The Service Provider must provide the City with licenses from any materials that the Service Provider does not own copyright.

Service Provider to provide all documentation including operation and maintenance manuals and schematics/ wiring diagrams.

h. Warranty

The Service Provider shall provide a minimum two-year warranty for all products. The cost of the warranty must be included in the cost of the product.

i. Software Upgrades and Patches

All software upgrades and patches are to be included in the service plan, if applicable. The service plan shall provide the City with access to all the latest software patches, upgrades and releases.

j. Technical Support

Technical support shall be provided by the Service Provider to assist the City with routine questions regarding use and installation of the product. Technical Support representatives should be available within two hours during normal business hours (Monday thru Friday, 8:00 AM to 5:00 PM, MDT).

C. Functional Requirements Matrix

The City has identified functions of a Detection System that are categorized based on importance. The requirements are not a comprehensive list of features. The Service Provider shall provide the information as indicated in Appendix A, specifying whether the system provides each function and the level of compliance for each function. Each Service Provider must complete and submit this Functional Requirements Matrix as part of the submittal. Submittals that do not include the Functional Requirements Matrix may be considered non-responsive. The City of Fort Collins recognizes that no signal Detection System is likely to meet all requirements listed in the Functional Requirements Matrix.

a. Functional Categories

The Functional Categories identify the relative importance of the function to the City. A list of the functional requirements is found in Attachment A. The three categories are as follows:

M (Mandatory) – Requirements are features or functionalities that must be provided by the Service Provider to fulfill the core mission. If the feature or functionality is not within the standard product, the Service Provider must clearly identify this fact or indicate that it can be provided through customization. Any cost required to implement the feature through customization must be included and clearly identified as an optional cost in the submittal.

I (Important) – Requirements are features or functionalities that are advantageous to the City and enhance the functionality of the Detection System but are not necessarily required as part of the initial implementation covered by this RFP process.

D (Desired) – Requirements are features or functionalities that would be worthwhile to have in the initial implementation by may not be available from the Service Provider.

b. Functional Compliance

The Functional Compliance classification indicates the compliance level of the detection system. The three categories are as follows:

C (Compliant) – All functions identified as “Compliant” are assumed to be readily available at the time of the proposal submittal. Each Service Provider should be prepared to demonstrate this feature if selected for further system demonstration and evaluation.

P (Partially Compliant) – All functions identified as “Partially Compliant” shall require further explanation from the Service Provider in the “Comments” section. If the Service Provider fails to provide an explanation for the status, the City may consider the requirement to be “Non-Compliant”.

N (Non-Compliant) – Functions identified as “Non-Compliant” are assumed to indicate that the Service Provider cannot or will not be able to meet this requirement without customization or development of the product.

c. Comments

Comments provided by the Service Provider are to be used to qualify the answers provided to functional categories and compliance to the system requirements. The comments should enhance the City’s understanding of how the Service Provider meets the requirements. Example comments are as follows:

Planned Availability – Unless otherwise specified in the “Comments” section, the City will assume that the requirement is currently available from the Service Provider.

Not Included – Unless otherwise specified in the “Comments” section, the City will assume that the requirement is included in the Detection System. Each Service Provider shall also indicate in the “Comments” section if the requested feature requires optional components or modules in order to be implemented and if the component/module is readily available or requires additional development. Costs associated with additional components, modules or development must be included and clearly identified as an optional cost in the submittal.

Limited or Additional Functionality – The Service Provider shall identify any limitations in how its product fulfills this requirement or describe any functionality in its product that exceeds this requirement.

Simultaneous Compliance of Functions – Unless otherwise specified in the “Comments” section, the City will assume all compliant functions can be simultaneously compliant with other compliant functions. For example, a comment to the exception may read, “A single camera cannot provide bicycle detection and advanced detection simultaneously.”

Pertinent Comments – The Service Provider may include any comments considered relevant to the product evaluation.

D. 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 18, 2025
- Question deadline: 3:00 PM MT on October 8, 2025
- Final Addendum Issued: October 13, 2025
- Proposal due date: 3:00 PM MT on October 17, 2025
- Interviews (tentative): Week of October 27, 2025
- Demonstration Start Date (tentative) Week of November 17, 2025
- Award of Contract (tentative): Early December 2025

E. 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 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. The interview step is optional at the City's discretion, however, the top-rated Service Providers will need to participate in the demonstration.

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.

F. Travel & Expenses

Travel and expenses are not reimbursable by the City as part of the RFP. However, certain travel & expenses may be reimbursable to the awarded Service Provider subject to final contract negotiations. If the Service Provider charges for training, travel, lodging expenses, or a service plan for software upgrades and patching, it shall be identified as a line item in the pricing submittal. Generally, approved travel and reasonable expenses may be reimbursable per the current rates found at www.gsa.gov. Service Provider will be required to provide original receipts to the City for all travel expenses.

G. 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.

H. Financial Qualifications (CONFIDENTIAL)

Service Providers selected as finalists may be required to submit a banking reference and the most recent financial statement (audited preferred) including balance sheet and

income statement, as well as a statement of cash flows (the "Financial Information").

I. Current standards

All work and/or materials must meet current standards in force by recognized technical and professional societies, trade and materials supply associations, institutes and organizations, bureaus and testing laboratories, and national, federal, state, county, and local laws, codes and ordinances.

J. 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.

K. 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).

L. Contract Type and Terms

The awarded Service Provider(s) will be expected to sign the City's standard Services Agreement, a sample of which is attached as Section VI for reference purposes. This Agreement is effective for one year from the date on the service agreement. 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. Pricing changes shall be negotiated by, and agreed to, only at the time of Agreement renewal. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end. In the event that the City has agreements with multiple Service Providers for the Work, the City reserves the right to choose which Service Provider to contact regarding the project, unless order of preference has been established during the contracting process.

This will be an Indefinite Quantity Indefinite Delivery (IDIQ) task contract. The payment for services as described under the Scope of Services shall be based on the unit prices for the Detection Systems identified in the RFP of the awarded Service Provider.

The firm ceiling price for year one for any federally funded projects will not exceed \$300,000. The firm ceiling price for subsequent renewal terms, if applicable, will not exceed \$300,000 unless otherwise mutually agreed as part of the annual renewal process.

M. Invoicing and Payment

Invoices should be emailed monthly to 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, 3rd party supporting documentation with the same detail and a brief progress report.

Payments will be made using the prices stated in the Work Order and Agreement. In the event a service is requested which is not stated in the Work Order and/or 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.

III. PROPOSAL SUBMITTAL

A. Written Proposal

Service Providers shall provide detailed written responses to the following items. 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 doesn't include all of the information required may be deemed incomplete and subject to rejection. The City of Fort Collins shall not reimburse any Service Provider for costs incurred in the preparation and presentation of their proposal.

The total length of the proposal shall be limited to a maximum of twenty-five (25) single-sided 8 ½ x 11-inch pages (excluding the Functional Requirements Matrix, Software Compliance Letter, Proposal Acknowledgement Form, Build America Buy America & Buy America Certification, and Anti-Lobbying Certification).

- a. A written company overview and description of the proposed products and features.
- b. Service Provider history and experience in the distribution and support of Detection Systems as described in the RFP.
- c. A written description of the services such as Technical Support, Warranties, Service Plans, and Service Level Agreements (SLAs). The Service Provider must define the proposed service terms, including the proposed methods of communication, hours of availability and maximum response times for support.
- d. References from five or more organizations which have used your company for similar products and services within the last two years. All references should have installations that have been operational for more than two years with at least two that have installations in Colorado. At least two references should have bicycle differentiation detection installed and operational.
- e. Proposed pricing for Detection System equipment (per complete intersection), Technical Support, Software and applicable Service Plans. If the Service Provider charges for training, travel, lodging expenses, or a service plan for software upgrades and patching, it shall be identified as a line item in the pricing submittal. All product costs shall be priced per unit and include delivery to the City. It is the Service Provider's responsibility to describe clearly the terms that are included within the scope and budget of its submittal.
- f. The name of the company representative responsible for responding to questions regarding company proposals and for coordinating interviews and demonstrations, etc.
- g. The Proposal Acknowledgement Form must be signed by a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal.
- h. Proposed product delivery terms: i.e. expected lead time following receipt of order. Include the availability of the Service Provider to supply and install a demonstration system.
- i. Functional Requirements Matrix (Attachment A)
- j. Software Compliance Letter – an end-user license agreement and/or statement from the company regarding software usage provisions. If the use of the software is

included with purchase of the hardware, indicate that the software is free for use on any number of computers with the purchase of the hardware.

- k. Acknowledgement Form
- l. Build America Buy America Certification (Attachment B)
- m. Buy America Certification (Attachment C)
- n. Certification Regarding Lobbying (Attachment D)

B. Demonstration Requirements – Top-Rated Service Provider(s)

The City will review proposals and select top-ranked Service Providers for system demonstrations. Service Providers selected for additional review will be expected to install equipment in a test environment to verify functionality and compatibility of the product with the City's Advanced Traffic Management System (ATMS). The City will not reimburse any Service Provider for the costs to provide/install the demonstration Detection System. The demonstration Detection System will be installed for a minimum of one week and a maximum of four weeks.

a. Service Provider Responsibilities

The Service Provider will be required to supply and assist with installation of a complete Detection System (except wire) meeting the requirements described in **II. SCOPE OF PROPOSAL B. System Requirements**. The Service Provider will supply the equipment for up to one month. The Service Provider will have one day (up to 8 hours) to setup and prepare the Detection System for testing by the City. The Service Provider should be prepared to setup all available types of detectors for two directions.

b. City of Fort Collins Responsibilities

The City will provide a test environment including traffic cabinet, electrical power, wire, bucket truck and personnel to install provided equipment per the direction of the Service Provider. The City will supply personnel and a bucket truck for one day (up to 8 hours) to assist with installation and setup of the demonstration equipment.

Upon completion of testing, the City will remove and return all equipment to the Service Provider. The City will evaluate the demonstration Detection System(s) as described in **IV. REVIEW AND ASSESSMENT CRITERIA B. Demonstration Evaluation**.

C. References

Prior to award, the Project Manager may check references using the criteria in **IV. REVIEW AND ASSESSMENT CRITERIA C. Reference Evaluation Criteria**.

IV. REVIEW AND ASSESSMENT CRITERIA

N. Proposal Criteria

The Proposals will be evaluated by a team comprised of Traffic Technicians, Engineers and Purchasing representatives. Service Provider proposals will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written proposals and selection of Service Providers for a demonstration installation.

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
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?
2.0	Firm Capability	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?
1.0	Assigned Personnel	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	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?
3.0	Cost	Does the proposal include detailed cost breakdown for each cost element as applicable and are the line-item costs competitive?

O. Demonstration Evaluation – Top Rated Service Providers

The Demonstration will be evaluated by a team comprised of Traffic Technicians and Engineers. Accuracy will be measured over time intervals containing at least one hundred vehicles with lane change anomalies excluded from calculations. Detection types will be evaluated based on availability, ease of setup, and accuracy of the feature. Features will be evaluated based on availability and feature inclusiveness.

The rating scale shall be from 0 to 5, with 0 being an unavailable feature, 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Demonstration Evaluation Criteria		
Weighting Factor	Qualification	Standard
	Detection Types	
3	Standard presence	Does the product have the feature? Are there exceptions to the specifications or Scope of Work? Does product testing indicate an acceptable level of accuracy and ease of setup? Is the product reliable and consistent? Does the product perform under all weather, lighting, and traffic congestion levels?
3	Bicycle differentiation	
2	Queue detector	
2	Advance (250')	
1	Speed	
2	Count	
1	Occupancy	
1	Classification	
1	Flow Rate	
1	Headway	
1	Level of service	
	Feature	
3	SDLC outputs	Does the product have the feature? Are there exceptions to the specifications or Scope of Work? Does product testing indicate an acceptable level of accuracy or ease of setup?
3	332/170 outputs	
3	TS1/TS2/332/170 compatible	
2	Minimum 32 outputs (SDLC)	
2	Minimum 24 outputs (332/170)	
2	Scalable (up to 8 directions)	
3	Detect 7 lanes per direction	
3	Centracs compatible	
3	UL Listed	
3	IP addressable	
2	Browser functionality included	
2	Live video streaming	
3	Surge suppression	
3	Zoom/focus at cabinet	
3	Installation	
3	Ease of setup	

P. Reference Evaluation Criteria

Prior to award, the Project Manager may check references using the following criteria. Negative responses from references may impact the award determination.

CRITERIA	STANDARD QUESTIONS
Overall Performance	Would you hire this Service Provider 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 Service Provider responsive to client needs; did the Service Provider 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? If Service Provider administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

Q. Overall Selection

Final selection will be based on the following criteria. The ratings from each category will be combined to determine a final score.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
20%	Proposal	Overall Proposal scores (less Cost score)
30%	Cost	Cost score taken from written Proposal
50%	Functional Requirements and Demonstration	Compliance to Functional Requirements and Demonstration scores

ATTACHMENT A

FUNCTIONAL REQUIREMENTS MATRIX

Feature	Functional Category	Functional Compliance	Comments
Detection Types			
<i>Standard presence</i> – detects the presence of standing or moving traffic with an output generated for as long as the detected vehicle is within the detection zone.	M		
<i>Bicycle differentiation</i> – detects the presence of standing or moving bicycles with an output generated until the traffic signal serves a green for the movement (lock on operation). The detector distinguishes between a bicycle and a vehicle and only generates an output for a bicycle.	M		
<i>Queue detector</i> – detector that calls the signal phase when the phase is red, extends the green until the queue clears, and turns off until the start of the next conflicting phase.	P		
<i>Advance (>250')</i> – located 250 feet or more from the intersection to detect the presence of moving traffic and generate an output while the detected vehicle is within the detection zone.	P		
<i>Speed</i> – measures the speed of a vehicle moving within the detection zone.	D		
<i>Count</i> – tracks the number of vehicles passing a given point during a specified period of time. An output is generated for every vehicle detected.	P		
<i>Occupancy</i> – detects the amount of time a detector is occupied by a vehicle over time.	D		
<i>Classification</i> – detector with the capability to differentiate among types of vehicles and classify the traffic stream into categories.	D		
<i>Flow Rate</i> – detector to determine the flow rate of detection zone, measured as vehicles over time	D		
<i>Headway</i> – measures the time interval from the end of detection of one vehicle to the start of the next detection.	D		
<i>Level of service</i> – detector to determine performance measure of lane associated with the zone.	D		

Feature			
<i>SDLC outputs</i>	M		
<i>332/170 outputs</i>	M		
<i>TS1/TS2/332/170 compatible</i>	M		
<i>Minimum 32 outputs (SDLC)</i>	P		
<i>Minimum 24 outputs (332/170)</i>	P		
<i>Scalable (up to 8 directions)</i>	P		
<i>Detect 7 lanes per direction</i>	M		
<i>Centracs compatible</i>	P		
<i>UL Listed</i>	M		
<i>IP addressable</i>	M		
<i>Browser functionality included</i>	P		
<i>Live video streaming</i>	M		
<i>Surge suppression</i>	M		
<i>Zoom/focus at cabinet</i>	P		
<i>Logical capabilities</i>	P		

*Note: Mandatory (M), Preferred (P) and Desired (D)

ATTACHMENT B
BUILD AMERICA, BUY AMERICA CERTIFICATION

Build America – Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Buy America – The domestic preference requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j) apply to this contract.

BIDDER MUST SIGN THE FOLLOWING:

Certification requirement for Build America, Buy America.

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America.

Date _____

Signature _____

Company Name _____

Title _____

**ATTACHMENT C
BUY AMERICA CERTIFICATION**

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. ***Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.*** This requirement does not apply to lower tier subcontractors.

BIDDER MUST SIGN ONE (1) OF THE FOLLOWING:

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company
Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date

Signature

Company Name _____

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date

Signature

Company Name _____

Title

ATTACHMENT D
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
CERTIFICATION

The Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. The Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C.1352. The Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Entity Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

V. ACKNOWLEDGEMENT

This form may not be redlined and must be submitted with your proposal. Failure to adhere to these requirements may result in your proposal being rejected.

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 10222 Intersection Detection Systems 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. Service Provider acknowledges that 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. Professionals may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Professionals may redact text and/or data that it deems confidential or proprietary pursuant to CORA. All pricing will be considered public records subject to disclosure under CORA and as such pricing cannot be redacted from the "FOR PUBLIC VIEWING" version of the proposal. 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 information and financial data information may not be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Service Providers hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions and pricing of any contract resulting from this request for proposal will be public information.**

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**

This Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the CITY OF FORT COLLINS, COLORADO, a Colorado Municipal Corporation, (City) and _____, a(n) [enter state] [business type], (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. **Scope of Services.** The Service Provider agrees to provide Services in accordance with the Scope of Services (Services) attached hereto as Exhibit A, consisting of [# of Pages] and incorporated herein. Irrespective of references to named third parties in this Agreement and its Exhibits, the Service Provider shall be solely responsible for performance of all duties hereunder.
2. **Changes.** The City may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties.
3. **Agreement Period.** This Agreement shall commence _____, 20(Year) (the Effective Date) and shall continue in full force and effect until _____, 20(Year), 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 [choose one] additional one-year period(s). 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 no later than thirty (30) days prior to Agreement end.
4. **Early Termination by City.** Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Service Provider.

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) calendar days of the effective date of termination. Payment shall be the Service Provider's sole right and remedy for such termination.

5. **Notices.** 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:

Attn:

City of Fort Collins
Attn: Britney Sorensen
PO Box 580
Fort Collins, CO 80522City of Fort Collins
Attn: Purchasing Dept.
PO Box 580
Fort Collins, CO 80522[Email Address](#)bsorensen@fcgov.compurchasing@fcgov.com

All notices under this Agreement shall be written.

6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the City agrees to pay the Service Provider on a reimbursable direct cost basis in accordance with Exhibit [choose one], consisting of [# of Pages], attached and incorporated herein. Monthly partial payments based upon the Service Provider's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Service Provider's City-verified progress in completing the Services to be performed pursuant hereto and upon the City's approval of the Service Provider's actual reimbursable expenses. Final payment shall be made following acceptance by the City of the Services.

Invoices shall be emailed to invoices@fcgov.com with a copy to the City Project Manager. The cost of the Services 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 undisputed invoices on Net 30 days from the date of the invoice submittal to the City or, for disputed invoices, Net 30 days from the date of City Project Manager's approval.

7. Design and Service Standards. The Service Provider warrants and shall be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and Public Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Service Provider, and the Project Instruments as defined in the Project Instruments and License section below. The Service Provider shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.
8. Indemnification. The Service Provider shall indemnify, defend, and hold harmless the City and its officers and employees, to the maximum extent permitted under Colorado law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Service Provider or third parties against the City arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the City's defense costs and reasonable attorney's fees.
9. Insurance. The Service Provider shall maintain insurance in accordance with Exhibit [choose one] consisting of [# of Pages], attached and incorporated herein.
10. Appropriation. To the extent this Agreement or any provision in it. requires payment of any

nature in fiscal years subsequent to the current fiscal year and constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by Fort Collins 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 there are no pledged cash reserves or supporting appropriations pledged irrevocably for purposes of payment obligations herein. Non-appropriation by the City shall not be construed as a breach of this Agreement.

11. Project Instruments and License.

- a. Upon execution of this Agreement, the Service Provider grants to the City an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding to the project, provided that the City substantially performs its obligations under the Agreement. The license granted hereunder permits the City and third parties reasonably authorized by the City to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the City and third parties reasonably authorized by the City to reproduce and use the Project Instruments for similar projects, provided however, in such event the Service Provider shall not be held responsible for the design to the extent the City deviates from the Project Instruments. This license shall survive termination of the Agreement by default or otherwise.
- b. Upon payment of each invoice, associated Project Instruments rendered by the Service Provider shall become the City's property. The Service Provider shall provide the City with the Project Instruments in electronic format in a mutually agreed upon file type.

12. City Project Manager. The City will designate, before commencement of the Services, the City Project Manager who will make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the City Project Manager.

The initial City Project Manager for this Agreement is Britney Sorensen and can be reached at bsorensen@fcgov.com. The City Project Manager is subject to change by the City.

13. Project Status Report. Project status reports may be required by Exhibit A – Scope of Services and shall be submitted to the City Project Manager. Failure to provide any required status report may result in the suspension of the processing of any invoice.

14. Independent Contractor. The Services to be performed by the Service Provider are those of an independent contractor and not of an employee of the City. The City shall not be responsible for withholding or remitting any portion of Service Provider's compensation

hereunder or any other amounts on behalf of Service Provider for the payment of FICA, Workmen's Compensation, unemployment insurance, other taxes or benefits or for any other purpose.

15. 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.
16. Subcontractors/Subconsultants. Service Provider may not subcontract any of the Services without the prior written consent of the City, which shall not be unreasonably withheld. If any of the Services are 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.

The Service Provider shall require all subcontractor/subconsultants performing Service(s) hereunder to maintain insurance coverage naming the City as an additional insured under this Agreement in accordance with Exhibit choose one. The Service Provider shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Service Provider shall provide the City with a copy of the certificate(s) within two (2) business days.

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

17. Acceptance Not Waiver. The City 's approval of Project Instruments furnished hereunder shall not in any way relieve the Service Provider of responsibility for the quality or technical accuracy of the Services. 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.
18. Warranty.
 - a. Service Provider warrants that all Services performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for

Services of a similar nature.

- b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any Services shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all Services must be of a quality acceptable to City.
 - c. Service Provider warrants all equipment, materials, labor and other Services, provided under this Agreement, except City -furnished materials, equipment and labor, against defects and nonconformances in design, materials and Service quality for the original manufacturer's warranty term or a period beginning with the start of the Services and ending twenty-four (24) months from and after final acceptance under the Agreement, whichever is time is longer, regardless of 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 the 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.
19. 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, that party may be declared in default upon notice.
20. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice 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.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

21. Entire Agreement; Binding Effect; 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 the matter recited herein. This Agreement supersedes any prior Agreements, promises, or understandings as to the matter recited herein. The Agreement 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.

22. Law/Severability. The laws of the State of Colorado and the City of Fort Collins Charter and Municipal Code shall govern the construction, interpretation, execution, and enforcement of this Agreement —without regard to choice of law or conflict of law principles. 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 U.S. District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.
23. Use by Other Agencies. The City reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts (collectively Agency) to use the City's award determination to the Service Provider. Use by any other Agency shall not have a negative impact on the City 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 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 Services to be completed for the City.
24. Prohibition Against Unlawful Discrimination. The Service Provider acknowledges that the City, 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); C.R.S. § 24-34-401, and any associated State or Federal laws and regulations 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. Pursuant to City 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 Service Provider shall 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.
25. ADA and Public Accommodations. In performing the Services required hereunder, the Service Provider agrees to meet all requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101, and all applicable rules and regulations (ADA), and all applicable

Colorado public accommodation laws, which are imposed directly on the Service Provider or which would be imposed on the City as a public entity.

26. Technology Accessibility. The Service Provider represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to C.R.S. § 24-85-103 (2.5), including all updates and amendments to those standards as provided by the OIT. The Service Provider shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

To confirm that the Project Instruments meet these standards, the Service Provider may be required to demonstrate compliance. The Service Provider shall indemnify, save, and hold harmless the City against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the City in relation to the Service Provider's failure to comply with C.R.S. § 24-85-101, or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

The City may require the Service Provider's compliance to the State's Accessibility Standards to be determined by a third party selected by the City to attest to the Project Instruments and software compliance with C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

27. Data Privacy. Service Provider will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act, C.R.S. § 6-1-1301 (the Privacy Act). Service Provider shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Service Provider shall require that any subcontractors meet the obligations of Service Provider with respect to any personal data connected to this Agreement. The Parties agree that upon termination of the Services that Service Provider shall, at the City's choice, delete or return all personal data to the City unless retention of the personal data is required by law. Service Provider shall make available to the City all information necessary to demonstrate compliance with the obligations of the Privacy Act. Service Provider shall allow for, and contribute to, reasonable audits and inspections by the City or the City's designated auditor.
28. 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, and under any other applicable law.
29. Colorado Open Records Act. Service Provider acknowledges that the City is a governmental

entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.* (CORA), and documents in the City's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the CORA.

30. Delay. Time is of the essence. Subject to Force Majeure, if the Service Provider is temporarily delayed in whole or in part from performing its obligations, then the Service Provider shall provide written notice to the City within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the City under this Agreement.
31. Force Majeure. No Party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Service Provider must provide notice to the City of such condition within ten (10) calendar days from the onset of such condition.
32. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit [choose one] - Confidentiality, consisting of four (4) pages, incorporated herein.
33. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
 - a. The body of this Agreement (and any written amendment),
 - b. Exhibits to this Agreement, and
 - c. The Purchase Order document.
34. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the City to indemnify or hold Service Provider harmless; requires the City to agree to binding arbitration; limits Service Provider's liability; or that conflicts with statute, City Charter or City Code in any way, shall be void.

[Signature Page Follows]



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 SCOPE OF SERVICES

EXHIBIT B 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 C 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, 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 Worker's Compensation and Employer's Liability insurance 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 General 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 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 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.
- D. Errors and Omissions. The Service Provider shall maintain errors and omissions insurance in the amount of \$1,000,000.
- E. Cybersecurity. The Service Provider shall maintain cybersecurity insurance in the amount of \$5,000,000.

EXHIBIT D CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Service Provider under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the referenced information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information that is not public and/or is proprietary, including but not limited to location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, ideas, City customer identifiable information (including account, address, billing, consumption, contact, and other customer data), utility metering data, service billing records, customer equipment information.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, Service Provider shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the City, including but not limited to the non-exclusive list of Confidential Information above. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party before the execution of this Agreement and related to the services for which Service Provider has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The City and Service Provider shall cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this Exhibit, which shall survive this Agreement as an on-going obligation of the Parties.

Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party: (a) was generally known to the public through no wrongful act of the Receiving Party; (b) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (c) has been approved for release by a written authorization by the other party hereto; or (d) has been disclosed pursuant to a requirement of a governmental agency or by operation of law, subject to Paragraph 5 below.

5. Required Disclosure.

Notwithstanding Paragraph 4(d) above, if the Receiving Party receives a request (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Colorado Open Records Act) to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with immediate notice of such request, so the Disclosing Party may seek an appropriate protective order before disclosure or waive the Receiving Party's compliance with this Exhibit.

The Receiving Party shall furnish a copy of this Exhibit with any disclosure.

Notwithstanding this Paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required by law or authorized in writing by Disclosing Party.

6. Red Flags Rules.

If applicable, Service Provider must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Service Provider must take appropriate steps to mitigate identity theft if it occurs with any of the City's covered information and must notify the City in writing within twenty-four (24) hours of discovery of any breaches of security or Red Flags to the City.

7. Data Protection and Data Security.

Service Provider shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Confidential Information and shall have written Agreements requiring any subcontractor to meet those standards. These information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

(a) Service Provider's information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications

- Network and Security Monitoring
 - Application Development Security
 - Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
 - Incident Response
 - Vulnerability Assessments
 - Hosted Services
 - Personnel Security
- (b) Subcontractors. Service Provider may use subcontractors, though such activity shall not release or absolve Service Provider from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Confidential Information received, for any subcontractor Service Provider may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Service Provider and may be considered to be a material breach of this Agreement.
8. Information Storage. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Service Provider can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Services will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
9. Continuing Obligation. The Agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Services and or Agreement and at any time thereafter unless specifically authorized by the City in writing.
10. Termination Remedy. If Service Provider breaches any of the terms of this Exhibit, in the City's sole discretion, the City may immediately terminate this Agreement and withdraw Service Provider's right to access Confidential Information.
11. Return of Information. Notwithstanding any other provision of this Agreement to provide Project Instruments and work product, all material, i.e., various physical forms of media in which Confidential Information is stored, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned, together with all copies thereof to the Disclosing Party. Upon return of such materials, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party. Upon Disclosing Party's request, written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within ten (10) days after completion of engagement, whether it be via termination, completion or otherwise.
12. Injunctive Relief. Service Provider Receiving Party acknowledges that the Disclosing Party may, based upon the representations made in this Agreement, disclose security information that is critical to the continued success of the Discloser's business. Accordingly, Receiving Party agrees that the Disclosing Party does not have an adequate remedy at law for breach of this Agreement and therefore, the Disclosing Party shall be entitled, as a non-exclusive

remedy, and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or any other remedy, from a court of competent jurisdiction to enjoin or remedy any violation of this Agreement.

EXHIBIT F**APPENDIX II: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

(A) *For a Contract for more than the simplified acquisition threshold (\$250,000).*

Breach. Any breach of the Contract by Professional shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the City incurs damages as a result of Professional's breach, the City may pursue recovery of such damages from Professional. The City further retains the right to seek specific performance of the Contract at any time as authorized by law. The City further retains the right to otherwise pursue any remedies available to the City as a result of the Professional's breach, including but not limited to administrative, Contractual, or legal remedies, as well as any applicable sanctions and penalties.

Remedies for Non-Performance. If Professional fails to perform any of its obligations under this Contract, the City may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

- a. Suspend Performance: The City may require the Professional to suspend performance of all or any portion of the Work pending necessary corrective action specified by the City and without entitling Professional to an increase in compensation or extension of the performance schedule. Professional must promptly stop performance and incurring costs upon delivery of a notice of suspension by the City.
 - b. Withhold Payment Pending Corrections: The City may permit Professional to correct any rejected Work at the City's discretion. Upon City's request, Professional must correct rejected Work at Professional's sole expense within the time frame established by the City. Upon completion of the corrections satisfactory to the City, City will remit payment to Professional.
 - c. Deny Payment: City may deny payment for any Work that does not comply with the requirements of the Contract or that Professional otherwise fails to provide or complete, as determined by the City in its sole discretion. Upon City request, Professional will promptly refund any amounts prepaid by the City with respect to such non-compliant Work.
 - d. Removal: Upon City's request, Professional will remove any of its employees or agents from performance of the Work, if the City, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.
- (B) *[All Contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis of the settlement.]*

Termination.

Termination for Convenience. The City may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Professional. In such event, the City

shall pay the Professional its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Professional shall promptly submit its termination claim to the City to be paid the Professional. If the Professional has any property in its possession belonging to the City, the Professional will account for the same, and dispose of it in a manner the City directs.

Termination for Breach. Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Professional, or the appointment of a receiver or similar officer for Professional or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

- (C) *[Except as otherwise provided under 41 CFR Part 60, all Contracts that meet the definition of "federally assisted construction Contract" in 41 CFR Part 60-1.3]*

Equal Employment Opportunity. Professional agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Professional further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

During the performance of this Contract, the Professional agrees as follows:

- (1) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Professional will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Professional's legal duty to furnish information.
- (4) The Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Professional's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Professional may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Professional will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Professionals and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Professional debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Professionals and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) [Reserved]

(c) *Subcontracts.* Each nonexempt prime Professional or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Inclusion of the equal opportunity clause by reference.* The equal opportunity clause may be included by reference in all Government Contracts and subcontracts, including Government bills of lading, transportation requests, Contracts for deposit of Government funds, and Contracts for issuing and paying U.S. savings bonds and notes, and such other Contracts and subcontracts as the Director of OFCCP may designate.

(e) *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every Contract and subcontract required by the order and the regulations in this part to include

such a clause whether or not it is physically incorporated in such Contracts and whether or not the Contract between the agency and the Professional is written.

(f) *Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

(D) *[Where applicable, all Contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]*

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Professional must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contract is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The FEMA shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

- (E) *[If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a)]*

Rights to Inventions Made Under a Contract or Contract. For Contracts entered into by the Professional or the City with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the parties must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

- (F) *[Contracts and subgrants of amounts in excess of \$150,000]*

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

- a. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Professional agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

- (G) *[For Contract awards (see 2 CFR 180.220)]*

Debarment and Suspension (Executive Orders 12549 and 12689). Professional attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of

parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Professional is required to verify that none of the Professional's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(H) *[For Contracts exceeding \$100,000]*

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Professional attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Professional attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Professional further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(I) *[All Contracts]*

Procurement of recovered materials (2 CFR §200.323). All parties agree to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- a. In the performance of this contract, the Professional shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(J) [All Contracts]

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Professional is prohibited from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(K) [All Contracts]

2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Professional should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

Foreign Market Restrictions. The Professional shall not allow funds provided under this contract to be used to fund the use of any products or service of a foreign country during

the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and supplies of the United States in procurement and construction.

(L) *[All Contracts]*

2 C.F.R. § 200.321 Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. The City will take affirmative steps to solicit and include small, minority, and women-owned businesses when possible in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

If subcontracts are to be let, Professional must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

(M) **Bid Protest Procedures**

City of Fort Collins Bid Protest Procedures. The City of Fort Collins has a protest procedure covering any phase of solicitation or award, including but not limited to specification or award. The protest procedures are available from the Purchasing Department, City of Fort Collins, 215 N. Mason, Street, 2nd Floor, P. O. Box 580, Fort Collins, CO. 80522. You may also request a copy of the procedures by emailing: Purchasing@fcgov.com or calling 970-221-6775.

- (N) **Title VI of the Civil Rights Act of 1964** - The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the

Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- (O) **Increasing Seat Belt Use in the United States** – Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the City encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- (P) **Reducing Text Messaging While Driving** – Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the City has established workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT G

Software as a Service (SaaS)

Information Security Questionnaire

<p>1. Data Ownership: The City of Fort Collins will own all rights, title and interest in its data that is related to the services provided. All data obtained by the solution/technology provider regarding the performance of these 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. Explain how the solution/technology provider complies with this.</p>
<p>2. Data Protection: Describe how the solution/technology safeguards the confidentiality, integrity and availability of City information, including encryption of personal data in transit and at rest, and access control. Does the provider have a privacy and security policy, and does the policy apply to customers' private data including personal identifiable information?</p>
<p>3. Data destruction: What procedures and safeguards does the solution/technology provider 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?</p>
<p>4. Data Location: Are the data centers where City data may be stored or processed located exclusively in the United States? Does the provider allow its personnel or contractors to store City data on portable devices? Does the provider's personnel and contractors access City data remotely?</p>
<p>5. Security Incidents or Data Breaches: Describe the solution/technology provider's data breach and incident response communication plans. Has the solution/technology provider experienced any security breaches? If yes, explain.</p>
<p>6. Breach Responsibilities: In addition to data breach communication, what additional responsibilities does the solution/technology provider have to your customers (the city) in the event of a data breach involving private data that is in its control, or in the control of its contractors/subsidiaries, at the time of breach?</p>
<p>7. Background Checks: Does the solution/technology provider conduct criminal background checks on all staff, including subcontractors? Does the solution/technology provider employ people convicted of any crime of dishonesty?</p>

<p>8. Access to Security Logs and Reports: The solution/technology provider 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 agreement. Explain how the solution/technology provider will comply with this.</p>
<p>9. Risk Assessments and Audits: Does the solution/technology provider conduct periodic risk assessments to identify cybersecurity threats, vulnerabilities, and potential business consequences? Does the solution/technology provider have regular independent assessments of their cybersecurity processes? Does the solution/technology provider perform independent audits of their data center(s)? How often? What level of audit is performed (e.g., SOC2)? Would the solution/technology provider be willing to share redacted versions of your most recent risk assessment and audit report with the City?</p>
<p>10. Change Control and Advance Notice: How does the solution/technology provider communicate upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance to their customers?</p>
<p>11. Upgrades: (1) Are technology systems (e.g., servers, network devices, operating systems, applications, malware definitions) regularly updated/patched? (2) Does the solution/technology provider have any systems in production that are past end of life or that can no longer be patched?</p>
<p>12. Non-disclosure and Separation of Duties: Describe how the does the solution/technology provider enforce separation of job duties and limit staff knowledge of City data to that which is necessary to perform job duties.</p>
<p>13. Import and Export of Data: Describe the data import and export processes from the customer/city's perspective.</p>
<p>14. Subcontractor Disclosure: Identify all the solution/technology provider's 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 provider, and who shall be involved in any application development and/or operations.</p>
<p>15. Right to Remove Individuals: The City shall have the right at any time to require that the vendor remove from interaction with the City any vendor representative who the City believes is detrimental to its working relationship with the vendor. Explain how the solution/technology provider will comply with this.</p>

<p>16. Encryption of Data at Rest: Can the solution/technology provider ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data?</p>
<p>17. Internet-Facing Security: City utilizes automated vulnerability assessment to assess your internet-facing services. (1) Does the solution/technology provider subscribe to a similar service? (2) If so, are they willing to provide a sanitized report? (3) Does the solution/technology provider have any limitations related to the city performing those assessments against the solution/technology provider service?</p>
<p>18. Service Interruption: In the event of an interruption of your service, (1) what is the solution/technology provider's process for notifying customer operations of the circumstances of the interruption or outage and (2) the expected recovery time objective (RTO)?</p>
<p>19. Backup and Recovery: (1) What is the solution/technology provider backup & recovery SLA? (2) What are the actual results/metrics vs. the SLA for the last 12 months? (3) Is the solution/technology provider's backup data encrypted? (4) If so, to what standard?</p>
<p>20. Authentication: (1) Does the solution support SSO/SAML ADFS for customer access, using the customers identity/authentication? (2) Does the solution support multi-factor authentication (MFA)? (3) Does the solution require MFA for administrative access to the solution/technology? (4) Does the solution/technology provider have an internal password policy? (5) Does the solution/technology provider have complexity or length requirements for passwords? (6) Do employees/contractors have the ability to remotely connect to the solution/technology provider's production systems?</p>
<p>21. Cyber/Liability Insurance: Does the solution/technology provider firm carry cyber insurance? If yes, provide an overview of the coverage.</p>
<p>22. CAIQ Questionnaire: Lack of security control transparency is a leading inhibitor to the adoption of cloud services. As part of the City of Fort Collin's Information Security program we are requesting that all our Cloud Service Providers complete and submit the Cloud Security Alliance (CSA) CONSENSUS ASSESSMENTS INITIATIVE QUESTIONNAIRE (CAIQ). This will enable the city to have greater confidence that the information is being appropriately protected, and that processes are in place for appropriate action to be taken where any areas of concern emerge. (1) If the solution/technology provider has answered this questionnaire, provide a link. (2) Is the solution/technology provider willing to meet the CSA questionnaire requirement?</p>

23. Additional Information: Please provide any additional information related to the solution/technology which should be considered.