

# TERMS AND CONDITIONS FOR SERVICES



Attention:

City of Greeley, Purchasing

Ph: 970-350-9325 | Email: [linda.ingram@greeleygov.com](mailto:linda.ingram@greeleygov.com)

Your quotation is requested for Development of a **Cost Recovery Plan** per the Scope of Services attached. Questions regarding this quote may be directed to Linda Ingram at 970-350-9325.

Interested respondents are requested to submit proposals with price quotes prior to 5 p.m. on **December 13, 2019** to the City Center South, Attention Linda Ingram, 1001 11<sup>th</sup> Avenue, Second Floor, Greeley, CO 80631 or submit to the email listed above.

## **SPECIFICATIONS**

No Pre-Quote Meeting

The City of Greeley requires project completion on or before 6 months from award date

**Scope of Work (SOW)** - incorporated within the terms of this Contract:

### **COST RECOVERY PLAN** **CULTURE, PARKS AND RECREATION DEPARTMENT** **FL19-11-097**

#### **STATEMENT OF WORK OVERVIEW**

The City of Greeley, Colorado is seeking proposals from qualified consulting firms to provide professional services to the City to develop a Cost Recovery Plan for the Culture, Parks and Recreation Department. The Cost Recovery Plan should create a strategic roadmap for the Department and the City with an appropriate balance of priorities, funding availability, revenue projections, capital projects, and resource availability. The complete strategy and practical implementation of a cost recovery plan should include a Resource Allocation Policy that will include a pricing strategy and inclusion within the City's budgeting process.

**NOTE: The City is concurrently completing a Strategic Plan for the Culture, Parks and Recreation Department and this Cost Recovery Plan will become a separate component of the overall management of the Department.**

The **Greeley Cost Recovery Plan** that will be created from this work effort will be heavily used as a resource for the City's Fees Schedule, program prioritization, annual budgets, capital planning, supplemental budget requests, and staffing models. The consultant will work closely with CPRD staff in preparing the Cost Recovery Plan. The consultant will create a full final report, present to Greeley City Council, and include an executive summary for public distribution.

The City of Greeley wishes to complete the Cost Recovery Plan within 6 months after Notice of Award. Funding in the amount of **\$50,000** is currently budgeted.

#### **COMMUNITY/DEPARTMENT BACKGROUND**

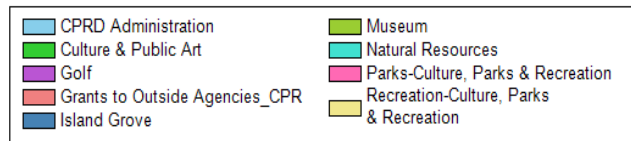
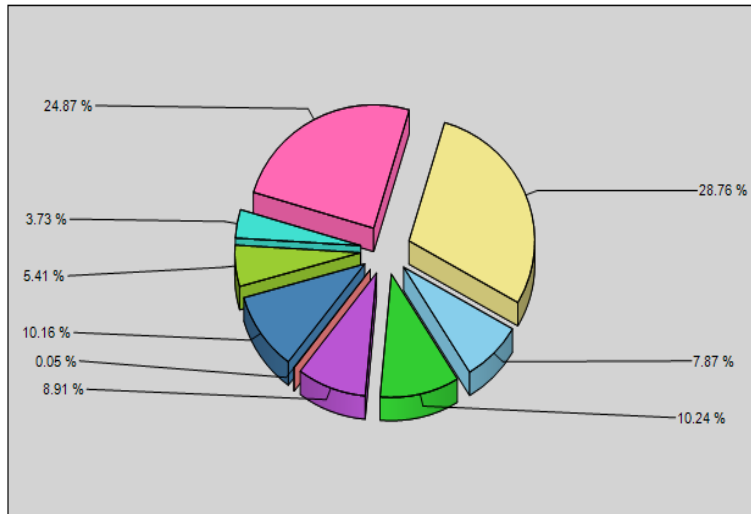
The City of Greeley is located in Weld County near the Front Range region of northern Colorado. Greeley is located 50 miles north of Denver, 17 miles east of Loveland, and 38 miles south of Cheyenne, Wyoming.

Recently recognized by NRPA in 2018 & 2019 as a Gold Medal Finalist, the Culture, Parks and Recreation Department (CPRD) has a track record of providing excellent, high quality recreation and educational programs and facilities for Greeley residents and non-residents of all ages. Residents enjoy a wide variety of recreational opportunities within the City including many traditional adult and youth sports programs, 3 recreation centers, a significant aquatics program, indoor ice arena, full service Active Adult Center, 2 championship golf courses, a performing arts center (1700 seat), outdoor arena, a history museum system with multiple facilities and active learning, and a wide variety of community visual and performing arts programs. The City also offers recreation scholarships to qualifying low-income youth and exhibits a strong collaboration with the School District. We also boast 41 parks, including a municipally managed Regional Park.

Historically an agricultural area, the City has developed to become a dynamic and involved community making it a highly desirable place to call home for families as well as a contingent of global refugees. Greeley is approximately 55 square miles in size and has a very diverse population estimated to be just slightly above 107,000 residents. It is anticipated that the population in Greeley will grow approximately 2-3% annually.

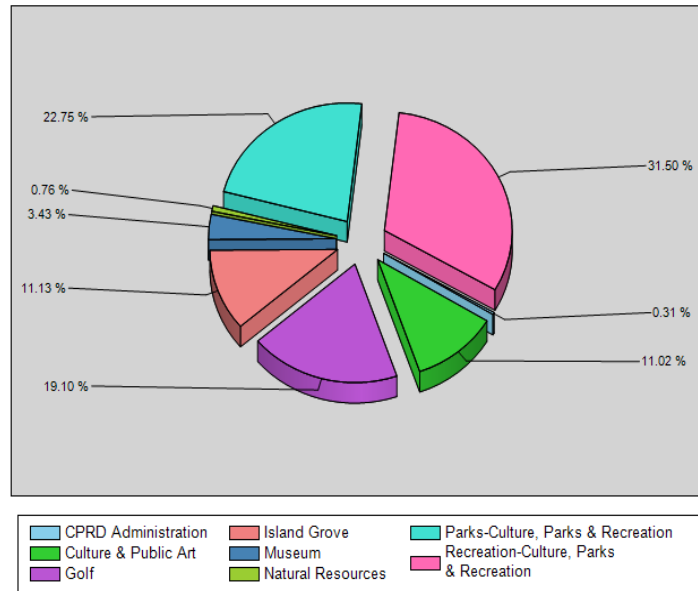
The Culture, Parks and Recreation Department's budget for 2020 includes (not capital):

### 2020 EXPENDITURES



			General Fund	303 Fund Public Art	409 Golf	102 Grants (Jazz Fest)	108 Fund	408 Cemetery
CPRD Administration	1,816,762	7.87%	1,816,762					
Culture & Public Art	2,363,118	10.24%	2,304,132	58,986				
Golf	2,057,759	8.91%			2,057,759			
Grants to Outside Agencies_CPR	11,615	0.05%				11,615		
Island Grove Regional Park	2,346,331	10.16%	2,346,331					
Museum	1,248,590	5.41%	1,248,590					
Natural Resources	861,312	3.73%	708,987				152,325	
Parks-Culture, Parks & Recreation	5,740,054	24.87%	5,091,187					648,867
Recreation-Culture, Parks & Recreation	6,637,748	28.76%	6,596,748				41,000	
<b>Total</b>	<b>23,083,289</b>		<b>20,112,737</b>	<b>58,986</b>	<b>2,057,759</b>	<b>11,615</b>	<b>193,325</b>	<b>648,867</b>

## 2020 REVENUES



Description	Value	Percent					
			General Fund	303 Fund Public Art	409 Golf	108 Fund	408 Cemetery
CPRD Administration	31,000	0.31%	31,000				
Culture & Public Art	1,104,180	11.02%	1,002,373	58,986		42,821	
Golf	1,913,533	19.10%			1,913,533		
Island Grove Regional Park	1,115,489	11.13%	1,115,489				
Museum	343,210	3.43%	343,210				
Natural Resources	76,000	0.76%				76,000	
Parks-Culture, Parks & Recreation	2,279,958	22.75%	1,814,688				465,270
Recreation-Culture, Parks & Recreation	3,156,824	31.50%	3,100,324			56,500	
	10,020,194		7,407,084	58,986	1,913,533	175,321	465,270

Specific webpages depict further information regarding the Culture, Parks and Recreation Department including:

[www.playgreeley.com](http://www.playgreeley.com)

[www. http://greeleygov.com/activities/culture-parks-and-recreation](http://www.greeleygov.com/activities/culture-parks-and-recreation)

<https://greeleyrec.com>

<https://ucstars.com/>

<https://greeleymuseums.com/>

### CITY MISSION

A City Achieving Community Excellence

### CITY CORE VALUES

Excellence / Accountability / Principled Relationships / Applied Wisdom / Stewardship / Integrity

### CULTURE, PARKS AND RECREATION MISSION

To enhance our community through exceptional service and stewardship.

## **CULTURE, PARKS AND RECREATION VISION**

To be a premier provider of exceptional spaces and experiences for the entire community.

### **SCOPE OF WORK AND DELIVERABLES**

The goal of this project is to develop a Cost Recovery Plan and Policy that provides a framework for future planning, budgeting, pricing and resource allocation for the City's parks, recreation and cultural services. An interactive and holistic approach should lead to a cost recovery plan and policy that reflects City Council goals, the mission and vision of the Department, and the values of the community. The project should align available and future resources with services and commitments to include desired levels of service, sustainable fiscal stewardship, and industry best practices in order to develop an implementation plan that will ensure that the Department is moving in the right direction to meet the needs of the Greeley community.

The Plan is expected to provide justifiable, articulated and agreed upon pricing rationale that can be used to allocate resources and provide service levels that most effectively meet the community needs and aligns with the mission and vision.

The Plan should:

- Be concise and easy-to-understand
- Utilize graphics, photos, tables and charts as needed to convey information, in addition to logical and supporting verbiage.
- Include tangible performance measures to achieve recommendations, goals, policies, and guidelines to achieve the appropriate balance of programs and facilities. Include reference to relevant data collection methods, tools, and criteria necessary to accomplish performance measures. Identifying any challenges to data collection and propose solutions.
- Address an updated and actionable Cost Recovery Plan for the Department that includes any Resource Allocation and Policy that will assist in answering challenging questions from City leadership and citizens such as:
  - Are our programs priced fairly and equitably for the Greeley community and region? Are we accommodating all citizens in Greeley who wish to access our services? Is there a methodology that addresses scholarships, fee reductions, or fee waivers to serve the community holistically?
  - How will we continue to fund Departmental facilities and services in relationship to future budget constraints and expenditure growth?
  - Are we using funding in a responsible manner?
  - Is there a methodology for the distribution of subsidy (funds used in excess of what is collected by direct fees)? If so, are we transparent?
  - Does the way we charge for services (facilities, programs, etc.) support the Departmental values, vision, and mission?

The Plan should also include measurable strategies to achieve the recommendations, goals, policies, and guidelines that will result in the appropriate balance of programs and facilities.

Overall, the steps necessary to develop the Cost Recovery Plan should include:

- Key stakeholder and staff interviews as needed (consultant to suggest quantity)
- Relevant costing and funding requirements
- Review of funding sources
- Action plan and recommended process to track ongoing cost recovery

- Performance measures and what is needed through data collection to track measures (and what are reasonable measures?)
- Reviewing existing Cost Recovery Model and analysis of direct and indirect costs and establishment of current cost recovery levels, consistent with the City's fund structure, budgeting, and any cost allocation methodologies
- Presentation of industry best practices and relevant cost recovery models acknowledging that there is no "one size fits all"
- Identified levels of service
- Engage any recommended public input processes and stakeholder engagement, including appropriate citizen advisory Boards/Commissions (i.e. – Parks and Recreation Advisory Board, Union Colony Civic Center Advisory Board, Museum Advisory Board) as it pertains to being able to establish a cost recovery plan and generation of community buy-in
- Presentation of recommendations to the Greeley City Council for consideration for a formalized cost recovery policy (Plan and any cost recovery targets)
- Short and long-term implementation strategies that maximizes the community's investment for critical culture, parks and recreation services and amenities
- Any recommended or proprietary software or other tools necessary to implement a Cost Recovery Plan. Any software needs to be compatible with Oracle Cloud Applications.
- Create a final report outlining the agreed upon Plan, cost recovery targets, community feedback from the process and short and long-term implementation strategies that maximizes the community's investment for critical cultural, parks and community services and amenities.

#### **RELEVANT EXISTING PLANS AND POLICIES**

The Culture, Parks and Recreation Department currently utilizes a combination of software systems that should be taken in to consideration when proposing a Cost Recovery Plan and Implementation. Vermont Systems/RecTrac is utilized for Recreation and Museums for program registrations and facility rentals/scheduling. ShoWare is utilized for the Union Colony Civic Center ticketing system. EMS Software is utilized at the Union Colony Civic Center and at Island Grove Regional Park for facility scheduling and contracting/invoicing for facility, equipment, and staff costs. The City is also concurrently modernizing and streamlining three primary financial software operating systems: Finance Plus, Novatime (timekeeping), and Team Budget. This new system software conversion will be fully implemented in the second quarter of 2020 through Oracle Cloud Applications.

#### **Other Plans**

- Parks, Trails and Open Lands Master Plan (2016)
- Fee Schedule (2019/2020)
- City of Greeley Priority Based Budgeting
- Capital Improvement Plan – various funds (2020 – 2024 draft)
- City of Greeley Comprehensive Plan – "Imagine Greeley" (2018)
- CPRD Cost Recovery Model (2012)
- Museums Long Range Plan (2017)

#### **Proposal Requirements**

Address the following topics in a 20-page (or less) proposal. Please submit additional information or sample materials where relevant, including case statements and training material (not included in the page limit).

- Project understanding and methodology

- Qualifications/expertise of the firm
- Qualifications of proposed project manager and project team including resumes of team assigned to the project
- Approach to the project, highlighting process to be used, components and expected deliverables, including any need for software acquisition and/or implementation (to be compatible with Oracle Cloud Applications)
- Proposed project timeline
- Proposed project budget
- Examples of past work completed that represent the type of work expected to be provided in response to this RFQ
- Contact information for three references

### **CONTRACT FOR SERVICES**

This Contract is entered into by and between the party identified on the quote for this Contract ("VENDOR"), and the CITY OF GREELEY, COLORADO acting by and through the department named on the Invitation to Quote for this Contract ("CITY") and collectively referred to as the "PARTIES." The PARTIES agree to the terms and conditions in this Contract.

### **EVALUATION AND AWARD**

#### **Proposal Evaluation**

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have not been scheduled and are not anticipated at this time. However, if your company is invited to give a presentation to the committee, notice will be given with a set date.

In preparing responses, offerors should describe in detail how they propose to meet the Scope of Services as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

1.	Experience with Cost Recovery Planning	20 Points
2.	Proposed Methodology and applicability to the Project Scope	25 Points
3.	Project components, timeline, and deliverables	25 Points
2.	Past performance and references	20 Points
3.	Cost of Work to be done	<u>10 Points</u>
		<b>100 Points</b>

### **ARTICLE 1. DEFINITIONS**

**CITY**- the City of Greeley, Colorado and shall include its agents, officials, and employees.

**CONTRACT** – an enforceable Contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of CITY'S acceptance of VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

**SERVICES** - the material, labor, and/or skills the professional consultant or other VENDOR is to provide to CITY by operation of the Contract.

VENDOR - any individual person or business entity to which the contract is issued and includes the Vendor's agents, servants, and employees.

## **ARTICLE 2. SERVICES AND PAYMENTS**

- 2.1 VENDOR shall provide to CITY the services set out in the Statement of Work issued by the CITY (the "Services"). The VENDOR shall provide the Services:
- A. in accordance with the terms and subject to the conditions set forth in the Statement of Work and this Contract;
  - B. using personnel of required skill, experience, and qualifications;
  - C. in a timely, workmanlike, and professional manner;
  - D. in accordance with the highest professional standards in VENDOR'S field; and
  - E. to the reasonable satisfaction of CITY.
- 2.2 For the Services to be performed hereunder, CITY will pay to VENDOR those fees determined in accordance with VENDOR'S quote. Said fees will be payable within 30 days of receipt by CITY of an invoice from Service Provider accompanied by documentation reasonably requested by CITY evidencing all charges.
- 2.3 CITY certifies the following:
- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Services.
  - B. No change order or additional Contract, which requires additional compensable work to be performed by the VENDOR, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate VENDOR for such additional compensable work.

## **ARTICLE 3. TERM AND TERMINATION**

- 3.1 This Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated.
- 3.2 CITY in its sole discretion, may terminate this Contract in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.
- 3.3 Either Party may terminate this Contract, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Contract, and such breach is incapable of cure or is not cured within a reasonable time.

## **ARTICLE 4. PURCHASING ORDINANCE**

This solicitation and contract are made in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein.

## **ARTICLE 5. JURISDICTION AND COMPLIANCE WITH LAW**



This Contract is executed and delivered and is intended to be performed in the State of Colorado. The laws of Colorado shall govern the interpretation and enforcement of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado. VENDOR will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

## **ARTICLE 6. INSURANCE**

VENDOR shall procure, at his own expense, and maintain for the duration of any work, insurance coverage as set forth herein at all times during the term of this Contract. All insurance policies shall be issued by insurance companies approved to do business in the State of Colorado.

- 6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.
- 6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - A. \$1,000,000 each occurrence;
  - B. \$1,000,000 general aggregate;
  - C. \$1,000,000 products and completed operations aggregate.
- 6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.6.4 Professional Liability Insurance.
- 6.4 Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
  - A. \$1,000,000 each occurrence; and
  - B. \$1,000,000 general aggregate.
- 6.5 Additional Insured. CITY shall be named as additional insured on all required policies.
- 6.6 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.
- 6.7 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.
- 6.8 Certificates. Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within seven Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within seven Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

## **ARTICLE 7. INDEPENDENT CONTRACTOR**

VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of CITY. All persons engaged in any of the work, or services performed pursuant to this Contract shall, at all times and in all places, be subject to VENDOR'S sole direction, supervision and control. VENDOR shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, VENDOR'S relationship and the relationship of its employees to e CITY shall be that of an independent contractor and not as employees or agents of CITY. In the VENDOR'S

capacity as an independent contractor, they are not eligible for City of Greeley Worker's Compensation coverage.

#### **ARTICLE 8. APPROVAL OF SERVICES**

The authorized representative of CITY shall be allowed to inspect the services performed and the work product offered by VENDOR at all times. VENDOR shall provide safe, convenient and proper facilities for inspection of such work product.

#### **ARTICLE 9. CHANGES IN THE WORK**

CITY, without invalidating the contract, may order additional services, and make any other reasonably related changes to the contract by altering, adding to, or deducting from services required. The price and time for completion of the services may be adjusted accordingly by mutual Contract in writing.

#### **ARTICLE 10. DEDUCTION FOR NONCONFORMING SERVICES**

If CITY deems the services deficient or inefficient and determines that modification or correction of the services is inexpedient, CITY shall make an equitable reduction of the price therefore.

#### **ARTICLE 11. CITY'S RIGHT TO TAKE OVER THE WORK**

If VENDOR should fail to provide the services properly and diligently, or default in performance of any provision of the Contract and of collateral documents, CITY, after written notice to VENDOR and his surety (if any) may, without prejudice to any other remedy CITY may have, dismiss VENDOR and complete the work or hire other service providers and may deduct the cost of so doing from any unpaid balance of the price due or to become due to VENDOR. If the cost of completing the services is in excess of the unpaid balance of the price, VENDOR shall reimburse CITY the cost of such excess, which CITY has paid or will pay. CITY shall have a cause of action at law for the amount of such excess and all costs of prosecution of such action, including attorney's fees.

#### **ARTICLE 12. CITY'S RIGHT TO SUSPEND VENDOR'S PERFORMANCE**

For good and sufficient cause, such as (i) unsuitable services, (ii) improper superintendence, (iii) VENDOR'S failure to carry out any reasonable order or to perform any provision of the Contract and collateral documents, (iv) any other circumstance unfavorable for the prosecution of the work, of (v) CITY shall have the right to suspend the VENDOR'S performance of the services for CITY'S convenience. Notice of such suspension shall be in writing. VENDOR shall resume performance of the work promptly when so notified to resume in writing.

#### **ARTICLE 13. RIGHT TO BAR PERSONS FROM THE WORK AND SITE**

CITY reserves the right to bar any person, including employees of VENDOR and Subcontractors, from CITY'S work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on CITY'S work site. No increase in contract time or price is authorized.

#### **ARTICLE 14. ACCEPTANCE AND FINAL PAYMENT**

Within a reasonable time after the VENDOR'S completion of the services, CITY will review the final work product to determine whether the services have been completed in accordance with the Contract and collateral documents. When the owner indicates approval and acceptance of the services, the VENDOR may requisition final payment, including retainage, if any, on account of the Contract price.

#### **ARTICLE 15. GUARANTY AND WARRANTIES**

VENDOR shall furnish CITY with a written guarantee for one (1) year covering all performance standards, labor, materials, and workmanship incorporated in the services performed. VENDOR, in instances of services performed

or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to CITY upon completion of the services. Such warranties will in no wise lessen VENDOR'S responsibilities under the Contract documents. Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern.

#### **ARTICLE 16. TABOR**

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

#### **ARTICLE 17. DISPUTES**

Any dispute arising under this contract, which is not disposed of by Contract, shall be decided by CITY, who shall reduce its decision to writing and furnish a copy thereof to VENDOR. The decision of CITY shall be final. Pending final decision of a dispute hereunder, VENDOR shall proceed diligently with the performance of this contract.

#### **ARTICLE 18. REMEDIES**

- 18.1 The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in this Contract.
- 18.2 The parties agree that irreparable damage would occur if any provision of this Contract were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

#### **ARTICLE 19. INDEMNIFICATION**

VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence.

#### **ARTICLE 20. PUBLIC CONTRACTS FOR SERVICES**

- 20.1 This Article shall apply if this contract is a Public Contract for Services as defined in C.R.S. §§ 8-17.5-101, et seq. VENDOR shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- 20.2 VENDOR shall not knowingly contract with a subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Contract or (ii) fails to certify to the VENDOR that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.3 VENDOR has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

20.4 VENDOR shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing work under this Contract.

20.5 If VENDOR obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the VENDOR shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- A. notify the subcontractor and CITY within three days that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. terminate the subcontract with the subcontractor if, within three days of receiving notice that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien; except that VENDOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

20.6 VENDOR will comply with any reasonable request by the Colorado Department of Labor made in the course of an investigation that the Department is undertaking with regard to this Contract.

#### **ARTICLE 21. PUBLIC CONTRACTS WITH NATURAL PERSONS**

VENDOR, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

#### **ARTICLE 22. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same document. This Contract, including all component parts, may be executed and delivered by electronic signature by any of the PARTIES and all PARTIES consent to the use of electronic signatures.

#### **ARTICLE 23. AUTHORITY TO BIND**

Each individual signing this Contract directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Contract on behalf of such Party with respect to the matters concerned herein and as stated herein.

#### **ARTICLE 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

This Contract shall not be assignable by either party without the other party's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

#### **ARTICLE 25. NO THIRD PARTY BENEFICIARIES**

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

**ARTICLE 26. SEVERABILITY**

If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE 27. VENUE AND GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado.

**ARTICLE 28. COLORADO LABOR**

In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

**ARTICLE 29. WEIGHTING SCALE FOR EVALUATION AND AWARD**

**WEIGHTING SCALE**

- 20 **Experience with Cost Recovery Planning:** What does your firm, and specifically your proposed team, offer that makes you especially qualified? Has the firm done previous projects of this type and scope? Assigned Personnel; do the persons who will be working on the project have the necessary skills? Are there other qualified personnel to assist in meeting the project schedule?
- 25 **Proposed Methodology and applicability to the Project Scope:** Does the proposal show an understanding of the project objective, an appropriate methodology to be used for the project, and results that are desired for the project? Is the project team available to attend meetings as needed for the Scope of Work? Are sufficient people of the requisite skills assigned to the project?
- 25 **Project components, timeline, and deliverables:** What components are included in the proposal? Is the firm capable of doing the work in the desired timeframe? What does the consultant propose to include as a final product? Are there unique components that this proposal offers as compared to others?
- 20 **Past performance and references:** Provide a simple narrative of applicable comparable work completed at other agencies. Provide a minimum of three (3) references of agencies who have implemented a Cost Recovery Plan completed by the consultant (or relative personnel).
- 10 **Cost of Work to be done:** Does the proposed cost and work hours compare favorable with the budget? Are the work hours presented reasonable for the effort required in each project task or phase?

**THE CITY OF GREELEY, COLORADO**

By: \_\_\_\_\_  
Culture, Parks & Recreation Director

Date \_\_\_\_\_

**VENDOR** \_\_\_\_\_

Date \_\_\_\_\_

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

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

**QUOTE**  
**COST RECOVERY PLAN**  
**CULTURE, PARKS AND RECREATION DEPARTMENT**

Pricing for this quote must include all labor, materials, delivery and the means to complete this project as required.

**Services Contract Price:** \$ \_\_\_\_\_

*(attach an itemized fee schedule of title, hours and rates associated with vendor employees expected to perform the work as **Exhibit A**)*

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This quote may be awarded to one or multiple vendors as deemed in the best interest of the City of Greeley.

By submitting a quote you acknowledge that you understand and will comply with all terms and conditions set forth in the Contract associated with this Invitation for Quote. Signing this quote evidences your intent to be bound by the terms of the Contract.

By submitting this quote you further certify that this quote is made without prior understanding, Contract or connection with any business or person submitting a competitive quote and without prior commitment or influence from any person or department from the City of Greeley for this same material or service: and therefore, is in all respects fair and without collusion or fraud. Collusive quoting is a violation of State and Federal law and can result in fines, imprisonment, and civil damages. Quotes received without this signed statement will be deemed non-responsive.

Be advised that price will not be the only criteria of award; vendor performance and service history with the City of Greeley will also be considered.

Payment will be made to the vendor submitting pricing for this quote unless otherwise noted. It is the responsibility of the vendor to inform the City of Greeley of this information prior to a purchase order being processed. If this information is not made available to the City of Greeley prior to this time, it is the responsibility of the vendor submitting this quote to issue payment to another party.

Invoices for services will be submitted with an itemized list that includes both hours and rates for each individual involved in the service delivery.

Thank you for submitting a competitive quote to the City of Greeley.

DUNS NUMBER: \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT AUTHORIZED SIGNATURE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>ABC Insurance Company</b> <b>P. O. Box 1234</b> <b>Anywhere, USA</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ <b>FAX (A/C, No):</b> _____ E-MAIL ADDRESS: _____ <b>PRODUCER CUSTOMER ID #:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b>  <b>Sample Certificate</b>	<b>INSURER A : Financial Rating of A</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) <b>\$ 1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$100,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$100,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.**

<b>CERTIFICATE HOLDER</b>  <b>City of Greeley</b> <b>1000 10th St</b> <b>Greeley, CO 80631-3808</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE