

**REQUEST FOR PROPOSAL  
RFP #FS21-10-172**

**CITYWIDE ORGANIZATIONAL CULTURAL  
ASSESSMENT**



**CITY OF GREELEY, COLORADO**

October 1, 2021

**REQUEST FOR  
PROPOSALS (RFP) RFP  
#FS21-10-172**

Procurement Contact: Shantelle Griego  
Email Address: Shantelle.Griego@greeleygov.com  
Telephone Number: 970-350-9333

**Proposals must be received no later than:**

October 29, 2021, before 2:00 p.m. local time

Proposals received after this date and time will not be considered for award.

**ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT**

Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only – please do not email to multiple people. Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

## I. GENERAL INFORMATION

The City of Greeley, Colorado (City) is seeking professional services to complete a citywide organizational/cultural assessment of the City. The City is currently undergoing significant transition in executive leadership and wishes to complete a thorough cultural assessment of its organization.

The City consists of 965 full time equivalent positions. It provides direct services and programs through the following Departments: City Manager's Office, City Attorney's Office, Municipal Court, City Clerk, Fire, Police, Communications and Engagement, Culture Parks and Recreation, Community Development, Human Resources, Economic Health and Housing, Finance, Information Technology, Water and Sewer, and Public Works.

Following a period of stability in tenure, the City has experienced considerable turnover at the executive level over the past three years: City Manager, Assistant City Manager, Directors of Community Development, Human Resources, City Clerk, Finance, Information Technology, Public Works, Cultural Parks and Recreation, Fire Chief and Police Chief.

The City of Greeley seeks proposals for services to be completed in two phases that reflect the most current best practices in the field of organizational cultural assessment. The final work product should include but not limited to:

- an analysis of the work environment (including social and other),
- an analysis of the city's current function as and ability to be a high performing organization,
- an analysis of city and department policies and practices that contribute to the culture, and
- the norms, values or other factors that may drive behavior and performance in the organization.
- recommendations based on best practices to maximize the health of the organization's culture and its alignment to maximize outcomes.

The overarching purpose of this assessment is to assure that the City's culture, environment, policies, practices, values, norms, and performance are aligned with its mission to be an employer of choice and an organization achieving community excellence. Proposals should reflect the Vendor's abilities and understandings of the best practices as they exist now in the field.

### **GENERAL**

The City of Greeley, Colorado is located 49 miles northeast of Denver with a populations of just over 100,000 residents. Approximately 46.4 square miles in size, Greeley is home to the University of Northern Colorado and its 13,000 students and the Aims Community College. As the county seat for Weld County, Greeley is the education, trade, transportation and marketing hub of the County – one of the most productive agricultural counties in the United States.

The 2018 census population estimate of 107,000 represents a 15% increase from the 2010 census. Colorado State Demographers predict that the Greeley population will double in size in the next several decades. As a result of the growth to date and the anticipated growth, it is imperative for the City to have a high performing Finance Department that provides strong, best practice foundational enterprise serving functions for the City's operations.

Since 2019, the City has experienced turnover in the following executive leadership positions:

City Manager	Fire Chief
Assistant City Manager	Police Chief
Information Technology Director (twice)	Community Development Director
Human Resource Director	Culture Parks and Recreation Director
Finance Director	Public Works Director
	City Clerk

The City's overall attrition rate has been within standard ranges during that time.

Since 2019, the City has made it a practice of completing third party organizational and operational assessments of Departments. Since that time, the following Department assessment have been completed or are in process:

Human Resources Department	Culture Parks and Recreation
Finance Department	Community Development
Public Works	Economic Health and Housing

## II. SCOPE OF SERVICES

### A. Objective:

#### *Phase I – Organizational Cultural Assessment:*

The City is seeking services for a period not to exceed 12 weeks, and is eager to receive proposals that reflect the City's standing relative to current best practices in the field of organizational cultural assessment. The final work product should include but not limited to:

- an analysis of the work environment (including social and other),
- an analysis of the city's current function as and ability to be a high performing organization,
- an analysis of city and department policies and practices that contribute to the culture, and
- the norms, values or other factors that may drive behavior and performance in the organization. and
- recommendations based on best practices to maximize the health of the organization's culture and its alignment to maximize outcomes.

The overarching purpose of this assessment is to assure that the City's culture, environment, policies, practices, values, norms, and performance are aligned with its mission to be an employer of choice and an organization achieving community excellence. Proposals should reflect the Vendor's abilities and understandings of the best practices as they exist now in the field.

#### *PHASE II – Organizational Structure and Implementation Assistance*

While the scope, timeline and cost of Phase II will be jointly agreed upon between the City and the Vendor, it is the City's intent that Phase II would utilize the services of the Contractor to prioritize and implement Phase I recommendations and analysis relative to the organization and people dimensions of a high performing organization including leadership, design/structure, people practices, change management and culture and engagement of the organization.

Phase II deliverable would include recommendations and action plans for the organization indicating, but not limited to the following:

Best practices and industry standards relative to:

- i. Employee recruitment, retention and performance management
- ii. Learning and development
- iii. Onboarding programs designed to maximize work satisfaction, performance, organizational culture and outcomes
- iv. Norms and other foundational elements that lead to a resilient culture that embraces and positively leverages change management principles and practices

## **B. Requirements**

Under the current management of an Interim City Manager, a recruitment for a permanent City Manager appointed by the City Council is underway. This assessment is intended to provide feedback, insight and a roadmap for the new City Manager and city leadership on management strategies, potential policy and other changes that contribute to a high performing organization that is an employer of choice.

The City is seeking Vendors who will provide a report on the organizational culture that will illuminate the current social understanding among the City staff of the City's mission, core values, cohesion, and attitudes regarding engagement amongst departments and staff and external stakeholders. The report should provide recommendations for strengthening the organizational culture thereby enabling it to be a high performance organization that is an employer of choice and positively contributing to a city achieving community excellence.

The Vendor should endeavor to engage in this project in the following ways:

### ***Defining the Objective***

The Vendor should as a first step meet with the City's executive leadership to gain an understanding of the recent history of the organization, its mission and values, its competency and capacity to be a high performing organization, the policies and procedures contributing to or detracting from those objectives, and a discussion of the policies, procedures, practices, goals, objectives and culture of the Departments and their contributions to or distractions from the city organization and its goals.

### ***Stakeholder Engagement***

The Vendor should endeavor to achieve not just a quantitative understanding of the organization's culture, but a qualitative one as well. This means that interviews should be conducted with stakeholders including departmental staff, managers, leaders and employees at all levels across the organization.

### ***Surveys and Assessments***

The Vendor should conduct a variety of assessments to anatomize the organization's culture and identifies

### ***Final Report***

The final work product will be a report prepared for the City Manager that details the findings of the

cultural assessment and provides recommendations for meeting the objectives defined at the beginning of the assessment process. The comprehensive final report shall contain the project's methodology, an executive summary, findings, recommendations, key issues and opportunities, strategies for effective short and long term as well as phased implementation of recommendations including estimated costs and timelines. The report shall be a traditional report and not a PowerPoint type report. While a PowerPoint presentation can accompany the final report, it cannot serve as the final report.

**C. Project Status Meetings**

Personnel from the Vendor and City will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Vendor in the performance of their obligations hereunder. When ad hoc meetings need to occur, Vendor and the City will make every effort to accommodate same.

**D. Deliverables**

As a result of the above scope of services and the agreement between the selected Vendor and the City, the selected Vendor shall be expected to present the following:

- i. Project Plan outlining the project completion of deliverables.
- ii. A written report that outlines findings and recommendations related to the work undertaken. The report shall be a traditional report and not formatted as a PowerPoint presentation.
- iii. Findings and recommendations should include best practices, techniques and methods that are consistent with best practices in building and maintaining healthy organizational cultures and a detailed comparison of current practices contrasted against preferred practices.
- iv. A timeline and the actions necessary to implement recommendations. Such a plan will consider and address impediments to implementing the recommendations, measures to address such obstacles, and alternative recommendations in case such impediments cannot be overcome.
- v. Presentations to the City administration, the City Executive Team, City staff and the City Council as requested.

**E. Performance Levels/Contractor Expectations**

To gain a robust understanding of the organizational culture, the selected Vendor shall meet with and interview select staff at all levels of the organization. Vendors should provide an estimate of the number of meetings needed with City staff based on prior studies that were similar in size and scope. If the selected Vendor deems additional meetings with staff is in the best interest of the project, the Vendor must receive authorization from the City prior to scheduling these meetings.

Prior to submitting the final report, the selected Vendor shall prepare a summary of its conclusions and discuss that summary with the City Manager's Office. A draft report shall be created and submitted to the City Manager's Office – potentially through the City Attorney's Office - for review and the opportunity to provide feedback and further direction.

**F. Monitoring**

The City Manager's Office will monitor performance levels based on progress reviews and milestone reports, as specified in the project plan created by the Vendor.

### III. REQUIRED PROPOSAL SUBMISSION

In keeping with the objective, the requirements, and the Vendor's tasks as previously indicated in this Request for Proposals, the vendors submitting proposals shall outline in detail the manner in which the Vendor shall work with the City to fulfill its needs.

Vendors should organize Proposals into the following Sections. Proposals submitted in response to this RFP shall not exceed 25 pages in length.

**A. Professional Qualifications – 20 points**

- a. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operated as an individual, partnership, or corporation.
- b. Include the name of executive and professional personnel by skills and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- c. State history of the Vendor, in terms of length of existence, types of services provided, etc. Identify the technical details that make the Vendor uniquely qualified for this work.

**B. Past involvement with Similar Projects – 30 points**

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the Vendor and the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall reflect the format outlined in the template provided in Section VI herein.

**C. Proposed Methodology and Work Plan – 30 points**

Provide a detailed and comprehensive description of how the Vendor intends to provide the services requested in this RFP. This description shall include, but not be limited to: the methodology, how the project will be managed and scheduled, how and when data and materials will be delivered to the City, communication and coordination, the working relationship between the Vendor and City, and the Vendor’s general philosophy in regards to providing the requested services including a draft timeline.

Vendors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

**D. Fee Not to Exceed Proposal/ Value – 20 points**

Vendor’s proposal shall be a fixed fee not to exceed which is itemized for completing the analysis. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available. The Fee Proposal outlined in Attachment A shall be completed and included in the submission.

**E. REFERENCES**

[Insert the table below into your proposal response. Please list three (3) public sector clients for whom you have completed the scope of services requested over the past five (5) years consistent with the requirements listed in

this RFP.]

Customer/client name	
Government (Y/N)	
Customer Organization Size	
Service Start Date/End Date	
Contract Amount	
Reference name	
Title	
Phone number	
Mailing address	
Email Address	
Service Description	

#### IV. EVALUATION PROCESS

1. A Selection committee will evaluate each proposal by the above-described criteria and point system to select a shot-list of Vendors for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by Vendors.
2. The committee will schedule interviews with the selected firms if deemed necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation by the Vendor, including the person who will be the project manager on this contract, followed by a period of questions and answers. Audiovisual aids may be used during the interviews. The committee may record the interviews
4. The Vendors interviewed will then be re-evaluated by the above criteria and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected Vendor may be pursued leading to the award of a contract if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the Vendors based on their proposals and fee proposals alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.



## V. ADMINISTRATIVE INFORMATION AND REQUIREMENTS

### A. RFP OFFICIAL CONTACT

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

Name:

Address:

Telephone:

E-mail:

### B. PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows. The City reserves the right to adjust the schedule as necessary.

RFP Release date	October 1, 2021
Vendor Questions	October 11, 2021 by 4:00PM MST
Answers to RFP Questions Released	October 15, 2021
Proposal Responses Due	October 29, 2021 by 2:00PM MST
Vendor Interviews (if needed )	Week of November 8, 2021
Vendor Selected	By December 1, 2021
Work Begins	By January 7, 2022
Final Acceptance of Phase I Work Product	By April 30, 2022
Anticipated Phase II Initiation	By June 1, 2022

### C. QUESTIONS REGARDING THE RFP

Vendors who request clarification of the RFP's requirements may submit written questions to the RFP Coordinator by 4 p.m. (Mountain Time) on October 11, 2021. An email attachment sent to [Purchasing@greeleygov.com](mailto:Purchasing@greeleygov.com) is preferred. All questions and answers will be posted as an addendum by October 15, 2021.

## VI. APPENDICES

### RFP AMENDMENTS

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

### VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the Vendor and shall not be chargeable in any manner to the city. This includes travel to and from the city of Greeley for the purposes of participating in interviews as part of the selection process.

**WITHDRAWAL OF PROPOSALS**

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

**REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

**PROPOSAL VALIDITY PERIOD**

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

**PUBLIC INFORMATION**

Proposal may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked.

**CONTRACT AWARD AND EXECUTION**

The city reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the city.

The general conditions and specifications of the RFP and as proposed by the city and the successful Vendor's response, as amended by agreements between the city and the Vendor, will become part of the contract documents. Additionally, the city will verify Vendor representations that appear in the proposal. Failure of the Vendor's products to meet the mandatory specifications may result in elimination of the Vendor from competition or in contract cancellation or termination.

The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the city. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## Appendix A: Fee Not To Exceed Proposal

Please include detail regarding scope and cost of services, deliverables and timeframe for completion of the required services.

FIRM/ VENDOR NAME	
ADDRESS	
TELEPHONE	
AUTHORIZED REPRESENTATIVE	

1. Define your proposal in a straightforward and economical manner, providing a concise description of your Vendor's capabilities to satisfy the requirements of this RFP.
2. Please be sure to include all Proposal Content elements as defined in Section III.

PHASE I TOTAL Fee Per Recruitment NOT TO EXCEED	
PHASE II TOTAL Fee Per Recruitment NOT TO EXCEED	

Please check and complete one of the following statements as it pertains to travel related expenses:

	The above costs DO include all expected travel expenses and said expenses will not be billed separately to the City.
	The above costs DO NOT include all expected travel expenses and said expenses will be billed separately to the City. (If you select this statement as your response, you must complete the next question as well.)
Responder estimates that travel expenses to be incurred for work to be performed relative to this RFP per the terms of said policy will total an amount not to exceed	

**SAMPLE CONTRACT**  
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES  
BID TITLE AND NUMBER

This Contract is made as of \_\_\_\_\_, by and between the City of Greeley, Greeley, Colorado, hereinafter referred to as the CITY, and **Vendor Name** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is **Vendor Address**.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of **Summary of Services Providing**.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of **Name of Department** to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before **Completion Date**, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **Bid Amount**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

## ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

## ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

## ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

#### ARTICLE 7 – SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CITY.

#### ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

#### ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

#### ARTICLE 10 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

#### ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT 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 CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, subcontractors, or suppliers as determined by

adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the City. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

#### ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

#### ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

#### ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective



business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

#### ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

#### ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All

drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

#### ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the 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 the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

#### ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

#### ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

## ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

## ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### ARTICLE 29 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
  - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph

the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.
- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT'S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

#### ARTICLE 30 - ELECTRONIC SIGNATURES

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

#### ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Greeley  
Project Representative Information  
Greeley, CO 80631  
Ph: 970-  
Email:

and if sent to the CONSULTANT shall be mailed to:

Vendor Information

Ph:

Email:

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

City of Greeley, Colorado  
Approved as to Substance

Vendor Full Legal Corporate Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Interim City Manager-Raymond C. Lee III

\_\_\_\_\_  
Print

Reviewed as to Legal Form  
Office of the City Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance – John Karner