

**CITY OF GREELEY
INVITATION FOR BID**

**After Action Review of Enterprise Resource Planning (ERP)
Project Planning and Implementation**

BID #FD21-02-040

DUE MARCH 19, 2021 BEFORE 2:00 P.M.



Serving Our
Community
It's A Tradition

*The Office of the Purchasing Manager is a service division
established to build effective partnerships through efficient and responsive
procurement processes to obtain high quality
goods and services for the best value.*



**Request for Proposals:
After Action Review of Enterprise Resource Planning (ERP) Project Planning and Implementation**

The City of Greeley (City), through the City Manager’s Office, is seeking proposals with an independent third party (Firm) to

- (1) complete an After Action Review (AAR) relative to the project planning and implementation of an Enterprise Resource Planning (ERP) system (Phase I); and
- (2) provide post AAR support and assistance in implementing recommendations identified therein (Phase II).

The City is seeking a Firm whose combination of experience and expertise will provide timely, cost-effective and quality driven professional services to the City.

I. GENERAL PROJECT INFORMATION AND BACKGROUND:

The City of Greeley (City), through the City Manager’s Office, is accepting proposals for the completion of an After Action Review of the project planning and implementation of a new Enterprise Resource Planning (ERP) system that went live on December 24, 2020. The following is intended to be a full explanation of the City's request and evaluation of competitive sealed proposals. The City reserves the right to reject any proposal not in accordance with the requests and instructions contained herein.

Final project scope and related services will be determined in negotiations, and are subject to change at the sole discretion of the City.

II. RFP SCHEDULE AND PROPOSAL FORMAT:

Release of RFP:	February 22, 2021
Written Questions due by:	4 PM MST March 5, 2021
Addenda posted by:	March 12, 2021
Proposal Deadline:	2 PM MST March 19, 2021
Selection / Negotiations:	April 12, 2021

Responses: Proposals shall be submitted by email to doug.clapp@greeleygov.com. The City takes no responsibility for emails that are undeliverable or delayed, and it is the responsibility of the submitter to get email confirmation. Late submissions will not be accepted.

Format:

- **One (1)** Copy of their Proposal, in a pdf format, should be emailed to the City contact listed below.

- Submittals should be no more than **20 numbered one-sided pages**.
- Redacted Submittal: If applicable, an additional copy may be submitted that has redacted information. Firms should briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the RFP number and Firm's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided at the same time Firm submits the Proposal and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret.

Firm shall be responsible for defending its determination that the redacted portions of its documents, data or records are confidential, trade secret or otherwise not subject to disclosure. Further, Firm shall protect, defend, and indemnify the City for any and all claims arising from or relating to Firm's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Firm fails to submit a Redacted Copy with its reply, the City may produce the entire documents, data or records submitted by Firm in answer to a public records request for these records.

Questions should be submitted via email by 5pm on March 5, 2021 to:

Doug Clapp
Purchasing Manager
Email: Doug.clapp@greeleygov.com

Any addendums to this RFP will be posted by March 12, 2021 at Rocky Mountain Bid System (www.rockymountainbidsystem.com).

It is the responsibility of all firms submitting proposals to check this website for any addendums prior to submission. No questions will be answered after the date specified.

Each Firm is solely responsible for the timely delivery of its proposal.

III. SCOPE OF WORK

PHASE I: Complete an After Action Review (AAR) relative to the project planning and implementation of an Enterprise Resource Planning (ERP) system

The City of Greeley desires to have an After Action Review (AAR) completed of the City's actions relating to the project planning and implementation of a new Enterprise Resource Planning (ERP) system that went live on December 24, 2020. The purpose of this review is to look at the manner in which the project was originally scoped and planned and implemented including but not limited to the selection of a system and its components, the selection of a vendor and third party implementer, the development of a project plan and team, the implementation of the project plan, and the change management preparations and efforts). The review will also include an evaluation of the effectiveness of the roll out of the ERP, the go-live effort, as well as the success and challenges experienced since go-live.

All interviews conducted in the course of the AAR shall be completed in the most cost-efficient manner and can include videoconferencing, and does not require public outreach or listening. Stakeholders to be interviewed for the AAR shall include the following:

- Former City of Greeley Employees involved in project development, planning and implementation
 - During the development and implementation of the project, the following key employees resigned or retired and are important stakeholders to be interviewed if willing to participate: Assistant City Manager/ Director of Finance; Information Technology Department Director; Human Resources Director; Finance Director.
- Third Party Vendors involved in the project development and implementation (to the extent the parties are willing to participate):
 - Oracle
 - Sierra Cedar (Third Party Implementer)
 - Silverlane Technologies
 - Team Tipton (Change management assistance)
- City Manager's Office
 - City Manager
 - Deputy City Manager for Enterprise Resources (Project Sponsor)
- City Attorney's Office: staff members involved in the negotiation of the third party implementer contract and those advising project team members through the project development and implementation
- ERP Project Team
- Human Resources Department staff involved in project development and implementation
- Finance Department staff involved in project development and implementation
- Information Technology Department staff involved in project development and implementation
- City's Executive Leadership Team: including Directors of following departments – Finance, Human Resources, Information Technology, Communications and Engagement, City Clerk's Office, Economic Health and Housing, Culture Parks and Recreation, Community Development, Water and Sewer, Public Works, Police, Fire
- Sampling of Supervisors and Managers across the city organization
- Sampling of administrative support staff responsible for functions serviced by ERP
- Sampling of non-supervisory and non-administrative support staff across the city organization

Final Report

The Proposer shall develop and produce a comprehensive final report which shall contain the AAR's methodology, an executive summary, findings, recommendations, key issues and opportunities, estimated costs and timelines for strategic implementation of recommendations and a suggested implementation plan with a roadmap towards priorities and order of magnitude.

Proposers shall provide an electronic version of the final report.

A presentation of the final report (including findings and recommendations) shall be made to the City Manager's Office and up to three additional presentations to parties internal to the city as identified by the City Manager's Office. The presentation(s) shall be made during an in-person meeting if COVID-19 restrictions at the time the report is scheduled to be given will allow. If an in-person meeting to provide the final report is not allowable due to COVID-19, a meeting will be

conducted by videoconference. Proposers will also be expected to deliver interim presentations to key stakeholder groups when beneficial to the initiative.

Deliverables

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

- i. Project Plan outlining the project completion of deliverables.
- ii. A full written report that outlines the work completed, findings and recommendations related to the work undertaken.
- iii. A summary document of the full written report described in 4a.
- iv. Findings and recommendations should include best practices, techniques and a detailed comparison of current practices contrasted against preferred practices.
- v. 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.

PHASE 2 – While the scope, timeline and cost of Phase 2 will be jointly agreed upon between the City and the Consultant, it is the City’s intent that Phase II would utilize the services of the Contractor to implement the recommendations of the AAR based upon – but not limited to – the following:

- a) Best-management practices and industry standards
- b) Streamlining procedures and processes
- c) Initiatives, goals and objectives of the Department and its individual Divisions, respectively
- d) City’s service demands and quality of service delivery
- e) Training needed to maximize outcomes
- f) Change management principles and practices

IV. PROPOSAL CONTENT

Mandatory Items of Proposal

Proposer shall be responsible for obtaining RFP documents and an addendum and to carefully examine the specifications and requirements of the proposed project. The City may publish from time to time addenda or additional requirements.

In response to this RFP, the Proposal shall include, in addition to the Exhibits identified herein, a thorough response to all of the following items:

- 1. How many years have you/your firm been in business?
- 2. Describe your experience with similar types of work, including specific examples of projects and/or plans successfully completed. Project examples shall show both type and size (limit examples to five).
- 3. Provide biographical information and professional qualifications for all principals of your firm as well as those individual representatives specifically proposed for assignment to the City of Greeley project. Describe each individual’s experiences in an After Action Review.

4. Describe your approach in working with similar clients regarding After Action Reviews and presentation of the completed report. Include your typical practices for routine reporting of activity and communication with clients.
5. Provide references from similar clients including: contact name, title, mailing address, phone number, fax number, and email address. A minimum of three references is requested.
6. Disclose any interests in other projects or independent contracts undertaken by the firm, or individuals in the firm, that conflict, or may conflict, in any manner with the interests of the City of Greeley.
7. Provide a proposed timeline for completion of the project.
8. Describe the cost proposal which includes your firm's fee structure, including hourly charges, work-hour estimates, retainer fees, and ancillary expenses (such as travel) expected to be incurred in the course of the Contract period. **The cost proposal shall include a projected not-to-exceed cost.**
9. Include a specific description of any provisions in the RFP, or the attached City of Greeley Contract for Services, to which the Proposer takes exception.

The proposal must be typed using a typeface no smaller than twelve (12) point and must consist of no more than 20 numbered single sided pages.

V. EVALUATION PROCESS AND SELECTION

The City Manager's Office, and/or designee, will select a committee to review all proposals and select the most qualified proposal. There are no minimum eligibility requirements. The selection of a Contractor shall be made on the "best value" basis considering such factors as experience, accreditation, and costs.

Other factors to be considered may include, but are not limited to quality, quantity, service, compatibility, product reliability, operating efficiency, expansion potential, time, and performance. A point scale fashioned from such factors is provided below to create the final evaluation recommendation. For this RFP, factors and their respective weights for consideration are as follows:

Factor	Weight (Points)
Presentation and content of proposal package	20 points
Cost proposal and ability to meet the City's needs	25 points
Evidence of expertise in After Action Reviews	20 points
Comparable experience and references	20 points
Professional qualifications of the team assembled by the Proposer	15 points

VI. INSTRUCTIONS AND REQUIREMENTS FOR SUBMISSION OF PROPOSALS

All proposals are firm, binding, and irrevocable for 90 days after the opening of the proposal.

No proposals will be considered that fail to contain fully completed documents or any other documentation required by the RFP instructions and materials herein.

The successful Proposer will be required to submit:

1. A cover letter, signed by the Proposer, or his/her representative with signatory authority, stating that the Proposer has read this RFP, understands its terms and conditions, and agrees to abide by those terms and conditions. The failure to so state shall cause a proposal to be deemed unresponsive and may result in the rejection of that proposal.
2. Electronic submission of the proposal prior to bid closing. No proposal received after Close Deadline shall be considered.

Failure to submit any of the above required information and materials will render the proposal non-responsive, and the proposal will not be considered for approval.

Proposals submitted by facsimile or email will not be accepted. Proposals received after the close date and time stated in this RFP will not be accepted or opened.

VII. RESERVATION OF RIGHTS

This RFP does not obligate the City of Greeley or its departments to award a Contract or complete the project, and the City reserves the right to cancel, delay or suspend the RFP solicitation if the City considers it to be in its best interest. The City is not liable for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, proposal, or award.

The City of Greeley further reserves the right to:

- Amend the RFP.
- Allow revision of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.
- Extend the deadline for submitted proposals; and waive minor irregularities, informalities, or failure to conform to the RFP.
- Investigate the references in the past performances of any Proposer with respect to the performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers and any other employment related claims.
- To reject any proposal response or to reject all Proposer responses at any time prior to execution of Contract, upon the City’s finding that it is in the public interest.
- Negotiate contract terms or conditions with Proposers.

VIII. PROPOSAL REVIEW SCHEDULE

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Written Questions due by:	4 PM MST March 5, 2021
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The City reserves the right to deviate from this schedule.

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

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 FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

ARTICLE 32 - 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-
Fax: 970-
Email:

and if sent to the CONSULTANT shall be mailed to:

Vendor Information

Ph:

Fax:

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

Vendor Name

Approved as to Substance

City Manager-Roy Otto

By

Approved as to Legal Form

Title

Office of the City Attorney

By: _____

City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-John Karner

