

**CITY OF GREELEY  
Request for Proposal**

**Temporary Staffing Services**

**RFP #FD21-04-107**

**DUE JULY 14, 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 PROPOSAL For: Temporary Staffing Services

The City of Greeley ("City") seeks proposals from qualified firm(s) to provide temporary staffing services on an as needed basis. The Respondent(s) will provide candidates for temporary placement in specialty areas that will include, but are not limited to, administrative/office support, customer service, accounting/finance, human resources, information technology, and legal. This document constitutes a Request for Proposal ("RFP"), in a competitive format, for qualified vendors. This request is an offer by the City to underwrite, in accordance with the terms and conditions of this RFP, the services proposed by the successful vendor(s), by contract. The respondents to this RFP shall provide a proposal, in accordance with the terms and conditions set forth herein, to provide all or part of services to the City as described in the Scope of Work.

### Background

The City is seeking temporary staffing solutions. This procurement is not intended to circumvent the normal hiring procedure for the City employees. The successful vendor or vendors must be cognizant of this objective and provide temporary staffing services when requested by the City.

### RFP SCHEDULE AND PROPOSAL FORMAT:

Release of RFP:	June 7, 2021
Written Questions due by:	5 PM Mountain Time – June 28, 2021
Addenda posted by:	July 6, 2021
Proposal Deadline:	2:00 PM Mountain Time – July 14, 2021
Selection / Negotiations:	August 6, 2021

Responses: Proposals shall be submitted by email to Doug Clapp at [purchasing@greeleygov.com](mailto:purchasing@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**.

Questions should be submitted via email by 5pm on June 28, 2021 to:

Doug Clapp

Email: [doug.clapp@greeleygov.com](mailto:doug.clapp@greeleygov.com)

Any addendums to this RFP will be posted at: Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://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.

### Scope of Work

It is the intent of the City to enter into a multi-year agreement with qualified professional firms for temporary staffing services on an as needed basis. The respondent(s) will provide candidates for temporary placement in specialty areas that will include, but are not limited to, administrative/office support, customer service, accounting/finance, human resources, information technology and legal. The Services to be performed under this solicitation shall be performed under the supervision of the respective City Department Head securing the temporary staffing services. Services will be contracted as individual work orders are issued against the

Agreement; and, for each work order, the City shall provide a detailed description of the position to be filled, required qualifications of candidates and specified performance period. Assignments will range from a minimum of four hours up to a maximum of twelve months. In order to protect the best interests of the City, the City reserves the right to extend any assignment and/or convert to permanent employment based on terms established in the agreement.

### **Specific Requirements:**

1. The candidates placed on assignment with the City will be paid by the temporary staffing agency (“agency”) in accordance with the rates set forth in the applicable work order but, shall otherwise be employed by the agency in accordance with the agency’s policies and procedures.
2. The agency will provide employee benefits to candidates placed with the City in accordance with its policies and procedures and will be responsible for all payroll related activities associated with the candidate.
3. The City reserves the right to independently recruit and place temporary workers at its discretion. If a candidate’s resume is received by the City through the City’s recruitment efforts, the City will not be obligated to pay a placement or any other fee or charge under the agreement.
4. The agency will pre-screen candidates before submitting them for consideration. The pre-screening process utilized by the agency must include personal interviews, skills testing/assessments, reference checks, motor vehicle reports (if requested), criminal background checks (if requested), I-9 verification, education verification, employment references and drug testing (if requested). Agency will make the results of candidate reference checks available within 3 business days of the City’s request.
5. The City reserves the right to select candidates to become temp-to-perm assignments at the City’s discretion.

### **Project Timeline**

The successful Proposer(s) will enter into a multi-year contract for services with the City. The duration of the initial contract between the City and the successful Proposer is expected to begin upon the date of contract approval. The selected respondent(s) will provide candidates for temporary placement in specialty areas that will include, but are not limited to, administrative/office support, customer service, accounting/finance, human resources and information technology.

### **Fee Structure**

Proposers to this RFP shall provide a fee structure for each category of employee listed below - including identification of any placement fee schedule. Any proposed placement fee schedule should not extend beyond four months. The City anticipates needs that will require a variety of expertise and experience, ranging from entry level back office function experience, mid-career professionals, and director level senior managers with deep functional expertise. Proposers should also specify what level experience staffing support they are able to offer within each category along with the rate being offered per level of experience:

administrative/office support
customer service
accounting/finance
human resources
information technology
legal

### **Criteria for Selection**

Responsive proposals for this RFP will be evaluated according to the Evaluation Criteria outlined below.

### **EVALUATION CRITERIA**

	<b>Points</b>
<b>OVERALL EXPERIENCE OF COMPANY &amp; DEMONSTRATED RESULTS</b> Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	20
<b>QUALIFICATIONS OF PERSONNEL</b> Our evaluation will include an assessment of the qualifications and experience of your managerial team, staff, subcontractors, and related items.	20
<b>WORK PLAN AND APPROACH</b> Our evaluation of how candidates for assignment are identified and vetted for desirability of placement.	30
<b>BUDGET APPROACH/COST EFFECTIVENESS</b> Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.	30
<b>Total</b>	<b>100</b>

**NOTE:** Designated City staff and/ or selected advisors will evaluate the written proposals. The City may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each respondent will reflect a consensus of the evaluations. Any attempt by a Proposer to contact a member of City staff or selected advisors outside the RFP process, in an attempt to gain knowledge or an advantage, may result in disqualification of Proposer.

#### **Instructions and Notifications to Proposers**

1. Potential proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the proposer. The City assumes no responsibility for such costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the date set for submission of proposals.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other locations by the submission deadline for any cause will be determined to be late and will not be considered.
7. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Proposer should also provide a delineation of the portion of the scope of work for which each of these professionals will be responsible.
8. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of the City.
9. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Vendors are advised,

however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by the City, which may use any such materials and ideas.

10. The City reserves the right to award to one or more Proposers.

### **Proposal Requirements**

In order to be considered responsive, proposals must at a minimum contain the following:

#### Technical Proposal Elements

1. Description of the proposed approach and work plan. Activities and timelines should be specific, measurable, achievable, realistic, and time-oriented. Include a timeline of major tasks and milestones.
2. Person who will be the primary point of contact with the City.
3. Qualifications of the Proposer to provide the requested services including capability, capacity, similarly complex projects and related experience and client references. Certification of availability of individuals in proposal.
4. A listing of the staff to be assigned to this engagement and their respective qualifications, past experience on engagements of this scope including resumes, and their role in those past engagements.

### **Proposal Submission**

Responses to this RFP are due via on Monday, **July 16, 2021 by 2:00pm Mountain Time.**

***"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information."***

**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  
MASTER SERVICES CONTRACT with WORK ORDERS  
**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 SERVICE PROVIDER, whose address is **Vendor Address**.

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

ARTICLE 1 - SERVICES

- A. This Contract shall constitute the basic contract between the parties for \_\_\_\_\_. A general scope of services is attached hereto as Exhibit A, consisting of \_\_\_\_\_ ( ) pages, and incorporated herein by this reference.
- B. The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, samples of which are attached hereto as Exhibit B, consisting of two (2) pages and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. The only services authorized under this Contract are those that are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. Service Provider shall be solely responsible for performance of all duties hereunder.
- C. The City may at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit C, consisting of two (2) pages and incorporated herein by this reference.
- D. The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Contract. Nothing within this Contract shall obligate the City to have any particular service performed by the Service Provider.
- E. The services to be performed pursuant to this Contract shall be initiated as



specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence. The services of the SERVICE PROVIDER 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

This Contract shall commence on \_\_\_\_\_ and shall continue in full force and effect until \_\_\_\_\_, unless terminated sooner. In addition, at the option of the City, the Contract may be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.

## ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

A. The City agrees to pay and the Service Provider agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Bid Schedule Proposal Form, attached hereto as Exhibit \_\_\_\_\_, consisting of \_\_\_\_\_ ( ) pages, and incorporated herein by this reference. Payment shall be made by the City only upon acceptance of the work by the City and upon the Service Provider furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work.

B. Invoices received from the SERVICE PROVIDER 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- STANDARD OF CARE AND WARRANTY

A. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

B. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.

C. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformance in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twenty-four (24) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformance, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

#### ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER 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 SERVICE PROVIDERS. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

#### ARTICLE 6 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER 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 SERVICE PROVIDER.

It may also be terminated by the CITY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall be paid for services actually rendered to the date of termination.

#### ARTICLE 7 - PERSONNEL

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER 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 8 – SUB-CONTRACTOR

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

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

#### ARTICLE 9 - 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 SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the SERVICE PROVIDER authorized to use the CITY'S tax exemption number in securing such materials.

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

## ARTICLE 10 - 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 SERVICE PROVIDER for expenses incurred during the contract period.

## ARTICLE 11 - INSURANCE

A. The SERVICE PROVIDER 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 SERVICE PROVIDER shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the SERVICE PROVIDER 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 SERVICE PROVIDER of its liability and obligations under this Contract.

C. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

D. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by any directly or indirectly employed by the SERVICE PROVIDER.

E. The SERVICE PROVIDER 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 SERVICE PROVIDER shall specifically include the CITY as an "Additional Insured".

#### ARTICLE 12 - INDEMNIFICATION

The SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER its agents, servants, subcontractors, suppliers or employees. If the SERVICE PROVIDER 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 SERVICE PROVIDER, or the SERVICE PROVIDER'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 SERVICE PROVIDER's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

#### ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the SERVICE PROVIDER 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 SERVICE PROVIDER 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, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the SERVICE PROVIDER.

#### ARTICLE 14 – COLORADO LAW

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 15 - CONFLICT OF INTEREST

The SERVICE PROVIDER 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 SERVICE PROVIDER further represents that no person having any interest shall be employed for said performance.

The SERVICE PROVIDER 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 that may influence or appear to influence the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER. The CITY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within 30 days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the CITY shall so state in the notification and the SERVICE PROVIDER shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the SERVICE PROVIDER under the terms of this Contract.

#### ARTICLE 16 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the SERVICE PROVIDER'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 SERVICE PROVIDER'S sub-SERVICE PROVIDER(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER and its sub-SERVICE PROVIDER(s) and is without the fault or negligence of either of them, the SERVICE PROVIDER shall not be deemed to be in default.

Upon the SERVICE PROVIDER'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER 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 SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the CITY shall be that of an independent SERVICE PROVIDER and not as employees or agents of the CITY.

The SERVICE PROVIDER 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 SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 - 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 25 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER 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 26 - 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 27 - 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 SERVICE PROVIDER of the CITY'S notification of a contemplated change, the SERVICE PROVIDER 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 SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 28 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the SERVICE PROVIDER 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 SERVICE PROVIDER 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-contractor that knowingly employs or contracts with a worker without authorization to perform work under this contract.
- C. SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER affirmatively acknowledges that if the SERVICE PROVIDER obtains actual knowledge that a sub- contractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, the SERVICE PROVIDER shall be required to:
  - (i) notify the sub- contractor and the contracting state agency or political subdivision within three days that the SERVICE PROVIDER has actual knowledge that the sub- contractor is employing or contracting with a worker without authorization; and
  - (ii) terminate the subcontract with the sub- contractor if within three days of receiving the notice required pursuant to subsection (2)(b)(III)(A) of this section the sub- contractor does not stop employing or contracting with the illegal alien; except that the SERVICE PROVIDER shall not terminate the contract with the sub-contractor if during such three days the sub- contractor provides information to establish that the sub- contractor has not knowingly employed or contracted with a worker without authorization.
- F. The SERVICE PROVIDER shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The SERVICE PROVIDER shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the SERVICE PROVIDER 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 SERVICE PROVIDER shall provide a written notarized copy of the affirmation to the CITY.

- H. If SERVICE PROVIDER 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, SERVICE PROVIDER shall be liable for actual and consequential damages to the CITY arising out of SERVICE PROVIDER'S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the SERVICE PROVIDER certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

#### ARTICLE 29 – COUNTERPARTS AND 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 30 - 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 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-  
Fax: 970-  
Email:

and if sent to the SERVICE PROVIDER shall be mailed to:

Service Provider Information

Ph:

Fax:

Email:

## ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the SERVICE PROVIDER 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.

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

Service Provider Name

Approved as to Substance

\_\_\_\_\_  
City Manager-Roy Otto

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

Reviewed as to Legal Form

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance-John Karner

**EXHIBIT A  
WORK ORDER FORM**

PURSUANT TO A MASTER CONTRACT BETWEEN  
THE CITY OF GREELEY  
AND SERVICE PROVIDER'S NAME

**WORK ORDER NUMBER:** PM's Tracking #

**PROJECT TITLE:** \_\_\_\_\_

**ORIGINAL BID/RFP NUMBER & NAME:** \_\_\_\_\_

**MASTER CONTRACT EFFECTIVE DATE:** Original Contract Date

**OWNER'S REPRESENTATIVE:** City PM

**WORK ORDER COMMENCEMENT DATE:** \_\_\_\_\_

**WORK ORDER COMPLETION DATE:** \_\_\_\_\_

**MAXIMUM FEE:** (time and reimbursable direct costs): \_\_\_\_\_

**PROJECT DESCRIPTION/SCOPE OF SERVICES:** \_\_\_\_\_

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

The attached forms consisting of \_\_\_\_\_ ( \_ ) pages are hereby accepted and incorporated herein, by this reference.

**SERVICE PROVIDER: Service Provider's Name**

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

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

CITY OF GREELEY, COLORADO

APPROVED AS TO LEGAL FORM:

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

Roy Otto, City Manager Doug Marek, City Attorney

APPROVED AS TO FUNDS AVAILABILITY:

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

John Karner, Director of Finance

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.**

## CERTIFICATE HOLDER

## CANCELLATION

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

# Sample

## CONTRACT RENEWAL AGREEMENT

CONTRACT #FXXX-XX-XXX - SERVICES

**This Contract Renewal Agreement (the "Agreement")** is made on \_\_\_\_\_, by and between the City of Greeley (the "City"), and Vendor (the "Contractor"), and amends the \_\_\_\_\_ Services Contract dated **Month XX, 20XX** (the "Initial Agreement").

### STATEMENT OF PURPOSE:

The purpose of the Agreement is to amend the term of the Initial Agreement previously entered into by the parties, and specifically identified by the Contract number set forth above, so the parties may continue to enjoy the mutual benefits of the Initial Agreement.

### STATEMENT OF AGREEMENT:

The City and Contractor, for good and valuable consideration, agree to amend their Initial Agreement as follows:

1. The term of the Initial Agreement is extended for the period of time commencing the **XX** day of **Month**, 20**XX**, and continuing to and including the **XX** day of **Month**, 20**XX**.
2. Except as set forth in this Agreement, the Initial Agreement is unmodified and remains in full force and effect according to its terms.
3. Upon execution of this Agreement, it shall be incorporated fully into the Initial Agreement.
4. This Agreement 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. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

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

\_\_\_\_\_  
City Manager-Roy Otto

\_\_\_\_\_  
Print Name

Reviewed as to Legal Form  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance-John Karner