



REQUEST FOR PROPOSAL

For

Strategic Plan Development & Consulting Services
to be provided to the

CITY OF RIFLE

October 1, 2014

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(with Attachments)
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I. INVITATION TO SUBMIT PROPOSAL

Date of Request: October 1, 2014

Due Date for Proposals: 1:00 PM on October 16, 2014

The City of Rifle, Colorado, respectfully requests proposals for Strategic Plan Development & Consulting Services from qualified consultants (“Consultants”). The selected Consultant will assist the City Manager’s Office on the project that is discussed further in this request for proposal (the “RFP”).

Please submit an electronic copy of the proposal via email to City Clerk Lisa Hamilton, Lhamilton@rifleco.org, with subject line Strategic Plan Development & Consulting Services Proposal.

No proposals received after the due date for proposals shown above will be considered. Sole responsibility rests with the Consultant to see that its proposal is received on time at the stated location.

The City reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities and further, to award the services to the most responsive and responsible Consultant, according to the City’s evaluation and as deemed to be in the best interest of the City.

Proposals must meet or exceed requirements contained in this RFP.

This RFP will be distributed directly to the following firms. Other firms will not be precluded from submitting proposals and may be considered. To request a copy of the RFP, please contact Ms. Hamilton.

Heather Bergman, Peak Facilitation Group
John Boose, Strategic Leadership Group
Lauri Brammeier, skyeteam
Anna Conrad, Impact Leadership Solutions
Dallas Everheart, eStratOp
Hilary Fletcher, Jviation
Richard Gerstberger, Tap Resource Development Group, Inc.
JVA Consulting, LLC
Patrick Ibarra, The Mejorando Group
Phyllis Lundy, Lundy Professional Development Resources, Inc.
Management Partners, Inc.
John Nalbandian
Julia Novak, Novak Consulting Group
Kathie Novak, Enhancing Local Governance
Gregg Piburn, Leader’s Edge Consulting
Gloria Rubio-Cortes, National Civic League
Lyle Sumek, Lyle Sumek Associates, Inc.
Brian Wilkerson, Revolution Advisors
Kevin Zemetis, The Strategic Results Center

This RFP will also be available through the City’s homepage (<http://www.rifleco.org>).

II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES

A. Project Background and Description

The City of Rifle has engaged in the development and implementation of a Strategic Plan since 2002. The 2014 Strategic Plan is available at <http://www.rifleco.org/strategicplan>. Rifle City Council uses a strategic planning process to help achieve its long-range vision of a city that is rich in complexity and a community that is desirable as a place of residence or business. The City Council is comprised of the mayor and six members, all elected at large to four-year terms to represent the citizens of Rifle; elections are held in odd-numbered years. **The City of Rifle is seeking a consultant with experience working with governing bodies with a successful strategic plan development program and/or process, not simply a facilitator of discussion.**

Each year, City Council reviews its vision for the future 20 years hence and recommit to a one-year Strategic Plan to achieve that vision. The plan identifies the city's underlying principles on which decisions should be based and includes specific goals and objectives to be achieved.

The Strategic Plan was developed to reinforce long-term planning for both operating (day-to-day operations and services) and capital (long-term investment projects such as road construction, water distribution and sewer maintenance) programs.

In addition, City Council has enlisted staff's assistance, via the city department heads, in developing the Strategic Plan. This team approach has allowed staff to better understand City Council's goals and vision, thus allowing staff to more successfully plan city projects and budgets to achieve the shared vision.

The Strategic Plan is an integral tool utilized by the City Council and staff to ensure proper alignment with City Council's vision for the community and staff's work to achieve said vision. Departments' work plans, budgets, staff assignments, capital projects, and efforts are developed around the Strategic Plan. The Strategic Plan provides the direction and vision; and staff develops the detailed road map based on the Strategic Plan to ensure achievement of City Council's goals and objectives identified in the Strategic Plan.

The selected consultant will work with the Council to ensure the Strategic Plan accurately reflects their vision and direction for the community. In addition, the selected consultant will also work with the City Council to help identify their governing practices and basic protocols in how they work together as a City Council, work with staff, and how they represent the city to neighboring jurisdictions on policy issues.

Timing of work and availability will be important in selection. City Council is interested in completing a Strategic Plan by March 1, 2015. The majority of the Strategic Plan work is completed in a retreat format typically conducted over the course of a weekend, traditionally held in a Friday/Saturday combination.

B. Minimum Scope of Services

Consultant will work with City Council and specified staff in the review and update of the City's existing Strategic Plan, and deliver a final product that reflects the City Council's Strategic Plan for the City of Rifle. The project consists of providing facilitation services and production of the annual review and update of the City's Strategic Plan. This includes: (1) interviewing Council and the Executive Team in

advance of the retreat to identify issues/topics for discussion; (2) working with the Mayor and the City Manager to establish the agenda for the retreat; (3) facilitating the retreat; and (4) development/refinement of the City's Strategic Plan and goals, including the production of all associated documents and materials (hereinafter, the "Project"). The Project shall be considered complete upon the delivery (electronically, in a form acceptable to the City) of all documents and associated materials developed through meetings with City Council and the Executive Team.

III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

DATE: October 1, 2014

Project: Strategic Plan Development & Consulting Services

Project Manager: Lisa Hamilton, City Clerk
City of Rifle
202 Railroad Avenue
Rifle CO 81650
Email: Lhamilton@rifleco.org
Phone: 970-665-6405

Planned Proposal Schedule:

- RFP Issued to Consultants: October 1, 2014
- Proposal due date: October 16, 2014, 1:00 PM
- City Review Period: October 20-November 12, 2014
- Consultant Interviews: October 23-30, 2014
- Consultant Selection: November 19, 2014
- Execution of Contract and Project Initiation: December 1, 2014

PART 1 - INSURANCE REQUIREMENTS

The Successful Consultant shall carry the insurance specified in Section VII of the Standard Services Agreement (Non-Construction), which is included as Exhibit A with this request for proposal, and shall submit proof of such insurance when delivering the executed Contract to the City of Rifle. The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to Lisa Hamilton, City Clerk.

PART 2 - DEFINED TERMS

When used in this RFP, the following terms shall have the following meaning:

2.01 "Addenda" or "Addendum" means a clarification or modification to this RFP issued by the City according to Section 6.01 of these instructions.

2.02 "Agreement" means the Standard Form of Service Agreement (Non-Construction), which is included as **Exhibit A** to this request for proposal.

2.02 "Consultant" or "Consultants" means entities responding to this RFP.

2.03 "Project" means the facilitation, development and delivery of a Strategic Plan document (both printed and electronically) as more specifically described in Section II of this RFP.

2.03 "Project Manager" means Lisa Hamilton, City Clerk, City of Rifle.

2.04 “RFP” means this request for proposal, dated October 1, 2014, for Strategic Plan Development & Consulting Services.

2.05 “Successful Consultant” means the best qualified, responsible Consultant to whom the City makes an award on the basis of the City's evaluations as hereinafter provided.

PART 3 - CONTRACT DOCUMENTS

3.01 Project Background, Description and Minimum Scope of Services are included in Section II of this RFP. Please specifically note any proposed deviations or exceptions from these requirements. If no deviations or exceptions are noted, Consultants will be expected to provide the project requirements set forth therein.

3.02 The Agreement is included as **Exhibit A** of this RFP. **The Consultant will be expected to sign the Agreement in the same form as presented in Exhibit A of this RFP packet,** except that the Agreement will be modified to reflect the actual scope of services being provided. **A request for changes or modifications to the Agreement may result in a disqualification of the Consultant.** The submission of a proposal constitutes Consultant's acceptance of all of the terms and conditions of the City's form of Agreement that is included with this RFP. The City reserves the right to negotiate optional scope of work items with the Successful Consultant.

3.03 Payment under the Agreement shall be according to Section IV of the Agreement. The City will not reimburse the Successful Consultant or other Consultants for any expenses incurred in preparing proposals in response to this RFP.

3.04 The City, in making the Agreement available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

3.05 RFPs not obtained from the City may be incomplete or inaccurate.

PART 4 - QUALIFICATIONS OF CONSULTANTS

4.01 All Consultants must be prepared to submit, within five days of the City's request, written evidence of their qualifications to perform the work. Consultants may be required to submit evidence that they have a practical knowledge of the particular work required by the Project and that they have the financial resources to complete the Project. In determining the Consultant's qualifications, the following factors will be considered: (a) work previously completed by the Consultant, (b) staff and resources available for this Project, (c) recent financial statement relative to resources, including cash and bank credits available, (d) statement of material on hand and available for this Project, (e) whether the Consultant maintains a permanent place of business, and (f) whether the Consultant has appropriate technical experience. Each Consultant may be required to show that it has handled similar work and that no just claims are pending against such work. No proposal will be awarded to a Consultant who is engaged on any work that would impair his ability to perform or finance this Project.

No agreement will be awarded to any person, firm, or corporation that is in arrears to the City, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, any Consultant shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service called for as described in this RFP.

4.02 Evidence of Consultant's qualification to do business in the State of Colorado may be required.

4.03 Consultants will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, the City will notify Consultant in writing if the City has reasonable objection to any proposed subcontractor. In this event, Consultant may, at its option, (1) withdraw its proposal, or (2) submit a substitute sub-consultant acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal.

PART 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

5.01 Before submitting a proposal, each Consultant should perform the following as applicable: (a) examine the RFP and project requirements thoroughly; (b) visit the site to become familiar with local conditions that may, in any manner, affect cost, progress or performance of the Project; (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Project; and (d) study and carefully correlate Consultant's observations with the RFP requirements.

5.02 Submission of a proposal will constitute an incontrovertible representation by the Consultant that it has complied with every requirement of this Part 5 and that the RFP requirements are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project.

PART 6 - INTERPRETATIONS AND GOVERNING LAW

6.01 All questions regarding the meaning or intent of this RFP should be submitted **IN WRITING ONLY VIA EMAIL** to the Project Manager. Only questions answered by formal written Addenda to this RFP will be binding. Oral and other interpretations or clarifications will be without legal effect and will NOT be considered in awarding the project. Addenda will be mailed or delivered to all parties recorded by the City as having received the RFP. It shall be each Consultant's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Consultants shall be bound by such Addenda, whether or not received by the Consultant.

6.02 All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultant and project throughout the project and are incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Rifle and the laws of the State of Colorado.

PART 7 - BASIS FOR EVALUATION OF PROPOSALS AND AWARD OF PROJECT

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals.

The award will be made to the best, most qualified responsible Consultant meeting the proposal requirements unless City Council determines, after reviewing the City Manager's report, that the public interest would be better served by accepting a specific proposal. In determining whether the public interest would be better served by accepting a specific proposal, the following factors shall be considered:

1. The Consultant's skill, ability, and capacity to perform the services required;
2. Whether the Consultant can perform the services within the time period specified, without delay or interference;

3. The Consultant's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the Consultant's previous performance with the City;
5. The Consultant's previous and current compliance with statutes, ordinances and rules relating to the project;
6. The sufficiency of the Consultant's financial resources necessary for the performance of the project;
7. The Consultant's ability to provide future maintenance or service;
8. The number and nature of any conditions attached to the proposal.

In addition, the proposals will be evaluated on the Consultant's experience, project understanding and approach. Based on the preliminary review of the proposals, Consultants may then be interviewed prior to selection.

Upon recommendation of the City Manager, the City Council may reject all proposals when it determines that such action is in the public interest.

PART 8 - CONTRACT TIME

8.01 The number of days within which the Project is to be completed shall be negotiated prior to execution of the Agreement and made part thereof.

PART 9 - PROPOSAL CONTENTS AND FORMAT

9.01 Each proposal should not exceed 15 pages of text and figures (at 12 point font). Cover letters and resumes in an appendix to the proposal do not count toward the proposal page limit. Proposals must specifically include the following, at a minimum:

1. Proposer's fee schedule; if provided on an hourly rate, provide an estimate of how many hours might be required to complete the project. If you propose charging for ancillary items (such as office support, copying, travel, etc.), please clearly identify those items and associated costs.
2. Complete responses to the questions below:
 - Description of your Strategic Plan development program and/or process:
 - Who is involved/participates?
 - What preparation work is needed by participating parties and how much lead time is provided to complete preparation work?
 - What is your philosophy about the consultant's role in the process? How active/involved in the process and engaging in the discussions are the consultants?
 - Please provide any other relevant information to allow the City to better understand your approach in working with the elected officials and key staff to develop the strategic plan.
 - Examples of your final Strategic Plan product from other customers.
 - Proposed timeline from beginning to end for the development of a Strategic Plan. [Please note the City's desire is to complete a Strategic Plan development process and have a final product by March 1, 2015.]

- Consultants are asked to provide their availability – how quickly could you commence a Strategic Plan process; please identify any specific dates the consultant is not available (as of the time they submit their proposal understanding that commitments may change with existing clients). Please note that subsequent to January 31, 2015, it will be difficult to schedule a retreat, because of other commitments made by City Councilors.
- Description of your approach to assisting City Council in developing and addressing any issues associated with governing. Please provide examples of final work product.
- List of specific individuals, their resumes and references of who from your firm will work on the city's Strategic Plan.
- List of references with specific contact information (telephone and e-mail); include a brief description of the project on which you worked and date(s) the work was conducted.

9.02 Each Consultant must submit the proposal with a complete Certification Page (see **Exhibit B** to this RFP) in its usual signature by an authorized representative.

1. For corporations, the Certification Page must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
2. For partnerships, the Certification Page must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
3. For joint ventures, the Certification Page shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.
4. The names of all persons signing must also be legibly printed or typed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the proposal of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.
5. The full name of each person or company interested in the proposal shall be listed on the Certification Page.

9.03 The proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be specified by Consultant.

9.04 No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Consultant. If initialed, the City may require the Consultant to identify an alteration so initialed. No alteration in any proposal shall be made after the proposal has been submitted.

9.05 The address and phone number to which communications regarding the proposal are to be directed must be shown.

9.06 All prices must be written in words and expressed in figures. The unit price items in the proposal must cover all items of work to be done and material to be furnished to fully complete the work in

accordance with the RFP's Minimum Scope of Services, included in Section II of this RFP. The cost of appurtenant items of work, material, travel expenses, and equipment not listed separately or not specified as necessary to complete the work in accordance with the RFP shall be considered as included.

9.07 The Consultant may be provided confidential information. Complete confidentiality must be maintained regarding City information and data. Signing of a confidentiality agreement may be required by the Successful Consultant.

9.08 The City is exempt from City, State, and Federal sales/excise taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

PART 10 - SUBMISSION OF PROPOSAL

10.01 Proposals shall be submitted prior to the time and date set for receipt of proposals as indicated in these Instructions and Proposal Requirements, or the modified time and date as indicated by Addendum. Proposals received after the time and date set for receipt of proposals will not be considered. Consultant shall assume full responsibility for timely delivery at the location designated for receipt of proposals; Consultants must allow adequate time for delivery of their proposal.

10.02 Oral, telephone, or telegraph proposals are invalid and will not be considered. No Consultant may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association. Evidence of collusion among Consultants shall be grounds for exclusion of any Consultant who is a participant in any such collusion.

10.03 All information submitted to the City by the Consultant is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statute § 24-72-101, et seq. **The Consultant shall clearly identify any portion(s) of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial or financial data which may not be subject to disclosure under the Colorado Open Records Act.**

10.04 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a proposal, the Consultant certifies that at the time of proposal submission it does not knowingly employ or contract with an illegal alien who will perform work under its proposal, and that the Consultant will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its proposal.

PART 11 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

11.01 Proposals submitted early may be modified or withdrawn, subject to the Project Manager's discretion. Withdrawn proposals may be resubmitted until the deadline for submission of proposals.

PART 12 - OPENING OF PROPOSALS

12.01 Proposals will be opened by the Project Manager on the date and time specified in the Planned Proposal Schedule above. Thereafter, proposals will be evaluated by the Project Manager and other City staff. Proposals will be acted upon within approximately sixty (60) days from the opening of the proposals.

PART 13 - AWARD OF PROJECT

14.01 The City reserves the right and discretion to reject any and all proposals, to waive any and all informalities and to negotiate Agreement terms with the Successful Consultant, and the right to disregard

all nonconforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Your attention is called to the fact that proposals that are not completed as directed in this RFP may be rejected without consideration.

14.02 In evaluating proposals, the City shall consider the qualifications of the Consultants, and whether or not the proposals comply with the prescribed requirements. The City reserves the right to reject the proposal of any Consultant who does not pass any such evaluation to the City's satisfaction.

14.03 The proposal of any Consultant that is in arrears to the City upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the City may be rejected.

14.04 If the Agreement is to be awarded, it will be awarded to the most qualified responsible Consultant, the evaluation of whom by the City indicates that the award will be in the best interest of the City.

14.05 If the Agreement is to be awarded, the City will give the Successful Consultant a notice of award within the time specified in this Section III of the RFP.

14.06 The Successful Consultant shall furnish the City with a proposed schedule and estimated payments within ten (10) days after receipt of the notice of award.

PART 15 - SIGNING OF CONTRACT

15.01 When the City gives a notice of award to the successful Consultant, it will be accompanied by unsigned counterparts of the Agreement and this RFP. A successful Consultant shall execute the Agreement and deliver it, together with evidence of insurance to the City within ten (10) calendar days from the date of the notice of award. Failure to do so will be adequate and just cause for the annulment or cancellation of the awards.

PART 16 - NO WAIVER; PROPOSAL BECOMES CITY PROPERTY

The City reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part proposals where it is deemed advisable in protection of the best interests of the City.

Once submitted, a proposal becomes City property. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP.

CITY OF RIFLE, COLORADO

By: Lisa Hamilton

Title: City Clerk

City of Rifle, Colorado
202 Railroad Avenue
Rifle CO 81650
(970) 665-6405

EXHIBIT A TO REQUEST FOR PROPOSAL

**AGREEMENT TO FURNISH CONSULTING & FACILITATION SERVICES
TO THE CITY OF RIFLE FOR THE DEVELOPMENT OF THE CITY'S STRATEGIC PLAN**

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, between the **CITY OF RIFLE**, hereinafter called the "City," and _____, a(n) corporation/partnership/ joint venture/individual [choose one] organized pursuant to the laws of the State of _____ hereinafter called the "Consultant," is as follows:

WHEREAS, the City wishes to utilize Consultant in the facilitation of the development and annual review and update of the City's Strategic Plan, which includes team building, strategic planning and goal setting, development and implementation of governance processes through a series of meetings with individual City Council members, the full City Council and selected City staff;

WHEREAS, the City desires to engage the Consultant to render the professional facilitation services described in this Agreement and the Consultant is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

[NOTE: THIS SECTION MAY BE REFINED BASED UPON THE SUCCESSFUL CONSULTANT'S PROPOSAL; A HIGH LEVEL SUMMARY OF THE SELECTED CONSULTANT'S PROCESS MAY BE INCORPORATED HERE AND THIS SECTION MODIFIED ACCORDINGLY.] The project consists of providing strategic plan development services and production of the annual review and update of the City's Strategic Plan. Consultant will work with City Council and associated staff in the review and update of the City's existing Strategic Plan, and deliver a final product that reflects the City Council's Strategic Plan for the City of Rifle. The project consists of providing facilitation services and production of the annual review and update of the City's Strategic Plan. This includes: (1) interviewing Council and the Executive Team in advance of the retreat to identify issues/topics for discussion; (2) working with the Mayor and the City Manager to establish the agenda for the retreat; (3) facilitating the retreat; and (4) development/refinement of the City's Strategic Plan and goals, including the production of all associated documents and materials (hereinafter, the "Project"). The Project shall be considered complete upon the delivery (electronically, in a form acceptable to the City) of all documents and associated materials developed through meetings with City Council and the Executive Team.

II. CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to complete the Project.

III. ADDITIONAL SERVICES

When authorized in writing by the City, the Consultant agrees to furnish or obtain from others, additional services due to changes in the Project or its design, subject to separate written agreement between the City and Consultant as to additional compensation for additional services.

IV. CONSULTANT'S FEE

Alternate No. 1 - Lump Sum. As compensation for the Project, the Consultant shall be paid a lump sum fee of _____ [amount in words] _____ (\$_____), which shall constitute full and complete payment for the Project and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

Alternate No. 2 - Hourly Basis Per Scheduled Rates. The compensation for the Project shall be according to the fee schedule attached hereto and incorporated herein as **Appendix B**, including reimbursable expenses as described therein. The maximum amount billable under this Agreement shall not exceed _____ [amount in words] _____ (\$_____). The Consultant shall submit invoices to the City for services rendered during the preceding month, such invoices to be in the form and detail reasonably required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

V. COMMENCEMENT & COMPLETION OF PROJECT

Consultant understands and agrees that time is an essential requirement of this Agreement. The Project shall be completed as soon as good practice and due diligence will permit. In any event, the Project shall be completed within four (4) months after the Consultant receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Consultant.

VI. TERMINATION

This Agreement shall terminate at such time as the Project is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed on the Project prior to the date of termination plus any services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making

available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing work on the Project, whether completed or in progress.

VII. INSURANCE

During the course of the Project, the Consultant shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado, Automobile Liability of \$500,000 per person/\$1,000,000 per occurrence, and Commercial General Liability of \$500,000 per person/\$1,000,000 per occurrence. The City shall be named as an additional insured under the Consultant's Automobile and Commercial General Liability coverages, providing that such insurance is primary with respect to claims made by the City, and these coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Consultant shall provide certificates of insurance to the City indicating compliance with this paragraph. It shall be an affirmative duty of the Consultant to notify the City in writing within two days of the cancellation of or substantive change to any of the insurance policies set out herein, and failure to do so shall constitute a breach of this Agreement.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the execution of this Agreement.

IX. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Project, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.

B. Books and Records. The Consultant's books and records with respect to the Project and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Project.

C. Ownership and Format of Drawings & Project Documents. All plans, documents, drawings, specifications and the like relating to the Project shall be the joint property of the City and Consultant. Upon completion of the Project, or at such other time as the City may require, the Consultant shall deliver to the City a complete corrected set of documents in an electronic/digital formant acceptable to the City and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its performance of the Project the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Project, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph D.2. The City may, if it so desires, withhold the payments due the Consultant so long as shall be reasonably necessary to indemnify the City on account of such injuries.

In any and all claims against the City or any of its agents or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this paragraph D.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the following Project representatives of the City and the Consultant.

<u>Project Representative for City:</u>	<u>Project Representative for Consultant:</u>
Name: Lisa Hamilton, City Clerk Address: 202 Railroad Avenue Rifle CO 81650 Phone: (970) 665-6405 email: Lhamilton@rifleco.org	Name: Address: Phone: email:

All notices and communications required or permitted hereunder shall be in writing and delivered personally (which may include email to the address designated above) to the respective Project representatives of the City and the Consultant or shall be sent via registered mail, postage prepaid, return receipt requested to the parties at their addresses shown herein. When sent via registered mail, notices shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Rifle. This Agreement shall be deemed entered into in Garfield County, State of Colorado. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Garfield County.

H. Remedies. Consultant agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Consultant. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement and its attachments shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Project. To the extent there is any conflict between the terms of this Agreement and the terms of an attachment hereto, this Agreement shall control.

J. Subcontracting. Consultant may not employ subcontractors to perform work on the Project without the City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

K. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

L. Authorization. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO LISA HAMILTON, CITY CLERK.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

[SAMPLE ONLY]

[REGISTERED NAME OF COMPANY]

CITY OF RIFLE

By: _____

By: _____

Printed Name: _____

Printed Name: Matt Sturgeon

Title: _____

Title: City Manager

Address:

Address:

202 Railroad Avenue
Rifle CO 81650

ATTEST:

ATTEST:

Title: _____

City Clerk

APPROVED AS TO LEGAL FORM

Corporate Seal (if applicable)

By: _____
City Attorney

Appendix A to Services Agreement
Scope of Services

(To be inserted in final agreement)

**Appendix B to Services Agreement
Consultant's Fee Schedule**

(To be inserted in final agreement)

EXHIBIT B TO REQUEST FOR PROPOSAL
PROPOSER'S CERTIFICATION

NOTE: Please ensure that this document is completed and submitted with your proposal. Failure to do so may result in your proposal not being considered for award.

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal, including the standard form of agreement provided as Exhibit A to the RFP (the "Agreement"). I hereby certify that, if selected, I can meet all insurance and other requirements contained within the Agreement and that I will sign the Agreement in substantially the form presented in this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Rifle Police Department prior to award.

I certify that all information contained in this proposal is true to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Rifle or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained.

NAME OF BUSINESS

BY:

SIGNATURE

PRINTED NAME & TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER