REQUEST FOR PROPOSAL

TO PROVIDE
GOLDEN FIRE CHIEF RECRUITMENT SERVICES
TO
THE CITY OF GOLDEN

May 30, 2018
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I.  INVITATION TO SUBMIT PROPOSALS

Date of Request:     May 30, 2018

Due Date for Proposals:    June 18, 2018

The City of Golden, Colorado, respectfully requests proposals for the Golden Fire Chief Recruitment Services from qualified consultants (“Consultants”). The selected Consultant will assist the City Manager’s Office and Human Resources Department, on the Recruitment Project that is discussed further in this request for proposal (the “RFP”).

One (1) original and four (4) copies of each proposal must be submitted and be received by 5pm local time on Monday, June 18, 2018. The original copy of the proposal shall be clearly labeled “Original”. Proposals shall be in a sealed envelope plainly marked with the project name “Golden Fire Chief Recruitment Services”, and shall be addressed as follows:

Golden Fire Chief Recruitment Services
City of Golden
911 10th Street
Golden, CO 80401
Attention: Teresa Reilly, Director of Human Resources

Submit an additional electronic copy of proposal via email to treilly@cityofgolden.net, with subject line Golden Fire Chief Recruitment Services.

No proposals received after the due date will be considered, and any proposals so received shall be discarded. Sole responsibility rests with the Consultant to see that its proposal is received on time at the stated location.

Proposals must meet or exceed requirements contained in this RFP. The material shall be complete, organized, easy to follow and cross-referenced to the requirements of the 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 Human Resources.

Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765

Brimeyer Fursman
1666 Village Trail East, Suite 7
Maplewood, MN  55109

Colin Baenziger & Associates
2055 South Atlantic Ave, Suite 504
Daytona Beach Shores, FL 32118
This RFP will also be available through the City’s homepage www.cityofgolden.net
II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES

A. Project Background and Description

The City of Golden is seeking full service consulting services to assist with the national recruitment, evaluation, and selection of a new qualified and experienced Fire Chief. The current Fire Chief is retiring after 18 years of service with the City. The Golden Fire Department, established in 1879, is a combination (paid and volunteer staff) municipal department that provides fire protection, prevention, and education services to a population of approximately 20,000 residents and covering 9 square miles. Golden operates under the Council-Manager form of government and the Fire Chief is appointed by and reports to the City Manager.

An internal City staff team will work with the consultant on developing criteria for the position, marketing strategy, review and evaluation methodology, and evaluation and selection of qualified and experienced finalists. An on-site selection team will evaluate the finalists and the City Manager will utilize all input leading to the selection and appointment of a new qualified and experienced Fire Chief. The Consultant will work with City staff to negotiate a successful compensation package. Estimated timeframe for appointment of a new Fire Chief is early October 2018.

B. Minimum Scope of Services

Included with the RFP are the detailed minimum scope of services and tasks to be completed by the Consultant. It is not the intent of the City to outline a rigid scope of tasks as part of this RFP. The Consultant is encouraged to develop a comprehensive approach with City staff throughout the Project that includes step-by-step interim deliverables and workshops. That being stated, the minimum scope of services is provided to help further define the City’s expectations and goals for this Project.

III. SPECIAL INSTRUCTIONS TO SUBMITTERS

The City of Golden will be accepting proposals for consulting services for the recruitment of a Fire Chief.

The City is interested in retaining services of a company, or an individual, that has executive recruitment expertise relative to City government executive positions, has considerable knowledge of how to conduct an executive recruitment (again specific to City government positions), has the ability to recruit a diverse set of qualified applicants with respect to minorities and women, and can successfully conduct an effective, timely nationwide recruitment.

The Consultant selected for this Project will be responsible for the following:

1. Working with the City Selection Team to develop characteristics and attributes of the successful candidate and selection criteria.
2. Development of recruitment strategies and timelines with City Selection Team.
3. Assist with development of a custom brochure describing the Fire Chief position, the City organization and the community, working in conjunction with the City Selection Team.
4. Conducting a national recruitment, ads to be placed in ICMA Newsletter, Colorado Municipal League (CML) CareerLink, International Association of Fire Chiefs, Colorado State Fire Chiefs/Combinations Fire Chiefs; the Consultant will also use available social media, online job listing services, and a direct national mailing to Fire Chief and Command professionals.
5. Conducting targeted recruitment of qualified and experienced individuals.
6. Acknowledging receipt of candidates’ application materials.
7. Providing initial screening of all candidates’ applications through means including but not limited to; written questionnaires, telephone screening and review of background and experience.
8. Developing a list of semifinalists in conjunction with City Selection Team.
9. Conducting telephone, Skype, FaceTime, or video-conferencing or in-person interviews of all qualified and experienced semifinalists either with the City Selection Team or reviewing the results of these interviews with City Selection Team.
10. Assisting City Selection Team in the selection of finalists.
11. Credential verification and background referencing prior to on-site process.
12. Setting up the final on-site selection process which should occur over a two-day period as determined at a time designated by City Selection Team. Exercises included during this period should include the formal interviews with City staff, question and answer sessions for all the candidates with employee/volunteer representatives, tours of City facilities conducted by City staff, and a reception for candidates.
13. Making arrangements for the on-site portion of the process including scheduling the interviews and other activities for the two days, and making travel and lodging arrangements per City specifications.
14. Conducting all background and reference checks on the final candidate(s).
15. Providing timely notification and necessary follow up and feedback to all candidates not selected for the position.
16. In conjunction with City Manager negotiating final employment compensation package.

The Consultant must provide progress reports to the City Selection Team. Periodic meetings are required to discuss progress and to determine the process for screening candidates (i.e. written tests, videotape presentations, etc.). The City Selection Team will monitor the Consultant to assure that quality work is being performed and that the Project schedule is being met.

**Proposals must include the following:**
- A detailed timeline.
- A cost for all of the services listed above.
- A list of any additional activities and techniques that might be useful to incorporate into the recruitment and selection process and the cost for adding such services.
- An hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.
- Specific information concerning the firm’s experience with recent similar recruitments, general experience and a list of five references.

No extensions for submittal of an RFP will be granted on an individual basis. If the City determines, in its sole discretion, that the response time it has provided is inadequate for the preparation of complete proposals, or if amendments issued have materially changed the proposal requirements, the City may, at its option, extend the opening or response dates to all firms.

All consultants agree that their proposals are a firm offer to provide the requested services to the City. Once submitted, all offers must remain valid for 120 days from submission deadline date for proposals.

A copy of the City's Agreement for Professional Services is attached. Any questions or concerns regarding the agreement must be included with the proposal.

It is currently anticipated that finalists for the executive search consultant bid award will be scheduled for interviews and selection the week of June 25, 2018.
IV. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

DATE: May 30, 2018

Project: Fire Chief Recruitment Services

Project Manager:
Teresa Reilly
Director, Human Resources
City of Golden
911 10th Street
Golden, CO 80401
Email: treilly@cityofgolden.net
Phone: 303-384-8017

Planned Proposal Schedule:
• RFP Issued to Consultants: May 30, 2018
• Proposal Due Date: June 18, 2018 5:00 p.m.
• City Review Period: June 19, 2018 through June 22, 2018
• Consultant Presentation and Selection: Week of June 27, 2018
• Execution of Contract and Project Initiation: Upon Execution of Contract

PART 1 – STANDARD TERMS AND CONDITIONS

When preparing a proposal for submission to the City in response to this RFP, Consultants are advised of the following terms and conditions which have been established by the City:

1.01 The RFP is a solicitation and not an offer of contract and thus the City reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to resolicit proposals and terminate the RFP process at any time in its discretion.

1.02 The City reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as it deems necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.

1.03 All proposals submitted must be valid for a period of 120 days after the date of the proposal deadline.

1.04 The City reserves the right to select the lowest responsible and responsive proposal that it determines best meets the City's needs and desires.

1.05 The City assumes no responsibility for payment of any expenses incurred by any consultant as part of the RFP process.

1.06 The Agreement to be entered into between the City and the Successful Consultant will obligate the Consultant to indemnify and hold harmless the City and maintain the following insurance coverages throughout the term of the contract: (i) workers’ compensation insurance to cover obligations imposed by applicable laws for any employee of consultant engaged in the performance of work under this Agreement; and (ii) comprehensive general liability insurance with limits of liability not less than One Million Dollars ($1,00,000) per occurrence and One Million Five Hundred Thousand Dollars ($1,500,000) aggregate. 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 Human Resources, Attention: Teresa Reilly.

1.07 The final form of Agreement to be entered into between the City and the Successful Consultant shall be subject to the final review and approval of the City Attorney.

PART 2 - DEFINED TERMS

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

2.01 “Agreement” means the Agreement for Professional Services (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 comprehensive recruitment and selection consulting services of the Fire Chief position for the City of Golden as more specifically described in Section II of this RFP.

2.04 “Project Manager” means Teresa Reilly, Human Resources Director, City of Golden.

2.05 “RFP” means this request for proposal, dated May 30, 2018, the Fire Chief Recruitment Services Project.

2.06 “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 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 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 will be disqualified from consideration.
PART 4 - QUALIFICATIONS OF CONSULTANTS

4.01 Provide the name and home office address of your organization. Describe what type of a business entity your organization is (corporation, general partnership, limited liability company, etc.). Indicate in what state your business entity was incorporated or formed.

4.02 Provide a brief history of your business including years of operation, general business description, number of clients serviced, types of services generally offered, size of firm, and a statement of philosophy of customer service levels provided to clients.

4.03 Detail qualifications and previous executive search experiences, especially for local governmental entities and Fire Chief personnel.

4.04 Identify the key personnel of the business who will be assigned to perform services for the City, and who will provide continuing support throughout the term of the Agreement. Provide resumes stating qualifications for key personnel and provide a statement as to the availability, continuity, and accessibility of the individuals who would be assigned to the Project.

4.05 Provide your recruitment work plan.

4.06 List three current clients (municipal/government/special district/Colorado communities preferred) for whom you provided executive search services for in the last 36 months. For each client, the list must specify the type of work performed by your company, the size of the client’s organization and period of time retained as a client. Provide telephone numbers and contact names for references.

4.07 Provide fee structure including specific costs per services, fee payment schedule and cost guarantees, if available. Include an hourly rate for services performed beyond the normal scope of services that would be included in an Agreement. All reasonable and necessary airline and hotel expenses for candidates will be paid directly by the City of Golden. Any additional reimbursable expenses including but not limited to advertising, recruitment brochures, postage, and estimated additional travel expenses should be listed in the proposal.

4.08 Complete the attached Disclosure Statement and return with your proposal.

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

4.10 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 such 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 - INTERPRETATIONS AND GOVERNING LAW

5.01 All questions regarding the meaning or intent of this RFP must 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.

5.02 All applicable State of Colorado and Federal laws, City ordinances, and 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 Home Rule Charter and Code of the City of Golden and the laws of the State of Colorado.

PART 6 - 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. Proposals will be evaluated on the Consultant’s qualifications, experience, Project understanding and approach.

Based on the preliminary review of the proposals, Consultants may then be interviewed prior to selection.

The award will be made to the lowest responsible and responsive Consultant who City staff determines best meets the City's needs and desires. In making such determination, City staff shall consider but not be limited to the following factors:

1. The Consultant's skill, ability, and capacity to perform the services required;
2. The Consultant’s interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City;
3. Whether the Consultant can perform the services within the time period specified, without delay or interference;
4. The Consultant's character, integrity, reputation, judgment, experience and efficiency;
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 number and nature of any conditions attached to the proposal;
8. The general organization of the proposal: Special consideration will be given to submittals which appropriately address the goals; and provide in a clear and concise format the requested information;
9. The scope, responsiveness, efficiency and quality of the Consultant’s administrative services.

The City makes no commitments to any Consultant until such time as the City approves the negotiated contract. Upon recommendation of the Fire Chief, the City Council may reject all proposals when it determines that such action is in the public interest.

PART 7 - CONTRACT TIME

7.01 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. The City anticipates the Agreement to require completion of services by October 1, 2018.
PART 8 - SUBMISSION OF PROPOSAL

8.01 If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

8.02 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 any 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 either by hand delivery, postal service, or other delivery service.

8.03 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.

8.04 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 § 24-72-200.1, 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, financial, geological or geophysical data which shall not be subject to disclosure under the Colorado Open Records Act.

8.05 To the extent required by Illegal Aliens Public Contracts for Services 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 9 CONFIDENTIALITY

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

The information included in this RFP is for Consultant's exclusive use in preparing a proposal and must not be shared, whether written or oral, with any other person or entity or used for any other purpose. The use of the City’s name in any way as a potential client is strictly prohibited.

PART 10 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

10.01 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 11 - SIGNING OF AGREEMENT

11.01 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. The 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 12 - PROPOSAL BECOMES CITY PROPERTY

12.01 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.
EXHIBIT A TO REQUEST FOR PROPOSAL
AGREEMENT TO FURNISH EXECUTIVE SEARCH SERVICES TO THE CITY OF GOLDEN FOR RECRUITMENT AND SELECTION OF FIRE CHIEF

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into the ___ day of ___________ 20__, by and between THE CITY OF GOLDEN (hereinafter referred to as "GOLDEN") and ___________________________ (hereinafter referred to as “CONTRACTOR”).

WITNESSETH:

WHEREAS, GOLDEN requires professional services to_______________________;

WHEREAS, CONTRACTOR has represented to GOLDEN that it has the requisite expertise and experience to perform the required work.

THEREFORE, for and in consideration of the promises and covenants herein, the parties agree as follows:

I. SCOPE OF SERVICES.

CONTRACTOR agrees to provide the services set forth in its proposal, which proposal is attached hereto and made a part of this Agreement (Exhibit A). In the event of a conflict between Exhibit A and this Agreement, the provisions of the Agreement shall prevail.

II. GOLDEN OBLIGATIONS/CONFIDENTIALITY.

GOLDEN shall provide CONTRACTOR with data, information, reports and such other documentation as may be available to GOLDEN, and reasonably required by CONTRACTOR to perform services under this Agreement. No information shall, unless as required by law, be disclosed by CONTRACTOR to third parties without prior written consent of GOLDEN. All documents provided by GOLDEN to CONTRACTOR shall be returned to GOLDEN. CONTRACTOR is authorized by GOLDEN to retain copies of such data and materials at CONTRACTOR’S expense.

III. OWNERSHIP OF WORK PRODUCT.

Upon payment to CONTRACTOR pursuant to this Agreement, all work, data, reports, graphs, charts, computer programs (nonproprietary), computer input and output, maps, surveys, or any
and all other materials, including electronic files, developed for this Agreement, are and shall be the sole and exclusive property of GOLDEN. However, any reuse of the documents by GOLDEN without prior written authorization by CONTRACTOR other than for the specific intended purpose of this Agreement will be at GOLDEN’s sole risk. Nothing in this Agreement will prevent CONTRACTOR from retaining copies of documents for the lawful use in its own business purposes. CONTRACTOR will provide GOLDEN with a ten (10) day written notice prior to disposal of documents it has retained, during which time GOLDEN may take physical possession of same at the storage site.

IV. COMPENSATION.

A. In consideration of the completion of the services specified herein by CONTRACTOR, GOLDEN shall pay CONTRACTOR an amount not to exceed $____________, which amount shall be based upon a time and materials basis pursuant to the rate schedule as set forth in Exhibit A.

CONTRACTOR shall submit monthly invoices to GOLDEN which shall be due and payable thirty (30) days after receipt.

B. GOLDEN will make payment due to CONTRACTOR for compensation for completed work within thirty (30) days after invoices submitted by CONTRACTOR, which invoice(s) may not be submitted more frequently than monthly. Invoices shall include the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. GOLDEN shall submit invoice disputes, if any, to CONTRACTOR within thirty (30) days for resolution by mutual consent.

C. In addition to any other rights GOLDEN has under this Agreement to indemnification or recoupment, CONTRACTOR agrees that GOLDEN is entitled to set off any amounts it may owe CONTRACTOR under this Agreement against such claims for indemnity or recoupment.

D. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, GOLDEN's obligations under this Agreement are subject to annual appropriation by the City Council of the City of GOLDEN. Any failure of a City Council annually to appropriate adequate monies to finance GOLDEN's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

V. COMMENCEMENT OF WORK.

Upon providing proof of insurance as provided herein, CONTRACTOR shall upon the parties' execution of the Agreement, commence work on all of its obligations as set forth in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES.

A change in the Scope of Services shall constitute any change or amendment of services or work, which is different from or additional to that specified in Exhibit A. No such change,
including any additional compensation, shall be effective, or paid unless authorized by written
amendment executed by GOLDEN. If CONTRACTOR proceeds without such written
authorization, then CONTRACTOR shall be deemed to have waived any claim for additional
compensation, including any claims based on the theory of unjust enrichment, quantum merit or
implied contract. Except as expressly provided herein, no agent, employee or representative of
GOLDEN shall have the authority to enter into any changes or modifications, either directly or
implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY.

CONTRACTOR hereby warrants that it is qualified to assume the responsibilities and
render the services described herein and has all requisite corporate authority and professional
licenses in good standing, required by law.

The work performed by CONTRACTOR shall be timely performed in accordance with
generally accepted professional practices and the level of competency presently maintained by
other practicing professionals in the same or similar type of work in the applicable community.

VIII. TERM AND TERMINATION.

The term of this Agreement shall commence on the ___ day of _________________,
20__, and shall terminate on the ___ day of _________________, 20__.

A. In the event of a breach by CONTRACTOR of the terms and conditions of this
Agreement, GOLDEN may give notice to CONTRACTOR stating such breach has occurred and
giving CONTRACTOR fourteen (14) days to cure such breach. If the breach is not cured within
the stated timeframe, to GOLDEN's reasonable satisfaction, GOLDEN may terminate this
Agreement and pay CONTRACTOR the proportionate part of CONTRACTOR’s compensation
as shall actually have been earned, less any damages suffered by GOLDEN.

B. This Agreement may be terminated by GOLDEN without cause upon seven (7)
days written notice to the CONTRACTOR. In the event of termination, GOLDEN will pay
CONTRACTOR for all services satisfactorily performed to date of termination. If payment is
otherwise due in a fixed sum, GOLDEN will pay CONTRACTOR for the pro rata value of the
completed portion of the Project. If, however, CONTRACTOR has substantially or materially
breached the standards or terms of this Agreement, GOLDEN shall have any remedy or right to
set off available at law and equity.

C. If applicable, this Agreement also may be terminated by GOLDEN if there are insufficient
registrations for a class or program described in Exhibit A, as determined by GOLDEN.

IX. COMPLIANCE WITH LAW.

The services to be performed by CONTRACTOR hereunder shall be done in compliance
with all applicable federal, state, county and local laws, ordinances, rules and regulations.
X. INSURANCE.

A. CONTRACTOR agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:


    2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million Dollars and No Cents ($1,000,000.00) each occurrence and One Million Five Hundred Five Hundred Thousand Dollars and No Cents ($1,500,000.00) general aggregate. Additionally the policy shall endorsed GOLDEN and its employees and agents as additional insureds.

    3. Professional Liability Insurance as applicable with limits of One Million Dollars and No Cents ($1,000,000.00) for each occurrence and One Million Five Hundred Thousand Dollars and No Cents (1,500,000.00) aggregate.

    4. Automobile Liability Insurance with minimum limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars and No Cents ($500,000.00) aggregate for, with respect to each of the CONTRACTOR’S owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the CONTRACTOR’S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONTRACTOR who utilizes an automobile in providing services to GOLDEN under this Agreement.

B. If approved by GOLDEN, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. CONTRACTOR shall procure and maintain, and shall cause any subcontractor of the CONTRACTOR to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to GOLDEN. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the CONTRACTOR’S insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by GOLDEN prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to GOLDEN. The completed Certificate of Insurance shall be sent to:
E. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement upon which GOLDEN may immediately terminate this Agreement, or at its discretion, may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by GOLDEN shall be repaid by the CONTRACTOR to GOLDEN upon demand, or GOLDEN may offset the cost of the premiums against any monies due to CONTRACTOR from GOLDEN.

F. GOLDEN shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that GOLDEN, its officer and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to GOLDEN, its officers, officials, or employees.

XI. INDEMNIFICATION.

CONTRACTOR shall defend, indemnify and hold harmless GOLDEN 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 this Agreement, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of CONTRACTOR or anyone directly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable.

XII. BINDING EFFECT/NON-ASSIGNABILITY.

GOLDEN and CONTRACTOR each binds itself, its successors, and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XIII. DEFAULT/ATTORNEY FEES.

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.
XIV. VENUE.

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Jefferson, State of Colorado.

XV. INDEPENDENT CONTRACTOR.

CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONTRACTOR to perform work under the terms of this Agreement shall be, and remain at all times, employees or agent of CONTRACTOR for all purposes. CONTRACTOR shall make no representation that it is the employee, officer or official of GOLDEN for any purposes.

XVI. NO WAIVER.

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by GOLDEN shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT.

This Agreement and Exhibit A constitute the entire Agreement between CONTRACTOR and GOLDEN, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as agreed to in writing by the parties.

XVIII. NOTICE.

Any notice or communication between CONTRACTOR and GOLDEN which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when personally presented or sent pre-paid, first class United States Mail, addressed as follows:

GOLDEN
City of Golden

________________________
Attn: _______________

911 10th St.
Golden, CO 80401

CONTRACTOR

________________________
Attn: __________________________

XIX. IMMIGRATION STATUS OBLIGATIONS

A. CONTRACTOR certifies, through signature of its authorized representative executing this Contract, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the
United States Government’s E-Verify Program or the State of Colorado Department of Labor and Employment Program (“Department Program”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

B. CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

C. CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D. CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

1) Notify the subcontractor and GOLDEN within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department’s performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

G. If CONTRACTOR violates any of the provisions set forth in this section, GOLDEN may terminate the Contract and CONTRACTOR shall be liable for all actual and consequential damages incurred by GOLDEN.
XX. **SEVERABILITY.**

If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the below parties have executed this contract.

**THE CITY OF GOLDEN**

By: _____________________________
Name: __________________________
Title: __________________________
Date: _________________________

**CONTRACTOR**

By: _____________________________
Name: __________________________
Title: __________________________
Date: _________________________

ATTEST:

_____________________________
Susan M. Brooks, MMC
City Clerk

**APPROVED AS TO FORM:**

_____________________________
City Attorney, David S. Williamson
EXHIBIT B TO REQUEST FOR PROPOSAL

DISCLOSURE STATEMENT

As a condition for consideration vendor must disclose any conflict of interest with the City of Golden, including, but not limited to, any relationship with any City of Golden elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Golden elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS ______________________________________

RELATIONSHIP EXISTS (Please explain relationship)
________________________________________________________________________
________________________________________________________________________

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name ______________________________________________________________________ Title

Signature _______________________________