



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL

Request for Proposals for Public Engagement for
the Human Services Strategy Update and
Homelessness Strategy



Human Services

ISSUE DATE: July 27, 2015

DUE DATE: 4:00 PM, August 17, 2015

CONTACT:
Todd Jorgensen
303-441-1913

jorgensent@bouldercolorado.gov

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**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL
CONSULTING/PROFESSIONALS SERVICES**

Public Engagement for Human Services Strategy Update and Homelessness Strategy

Issued: July 27, 2015

The City of Boulder Human Services Department is seeking proposals from individuals, firms, teams or consultants, hereafter called “consultant(s),” to provide the following professional services: 1) design, develop, and conduct a community survey that gathers feedback from residents regarding human services programs and facilities; 2) design and facilitate public engagement to gather feedback from the community, including under-represented resident groups, clients and stakeholders; and 3) analyze and compile survey and community engagement results. Potential contractors may submit a proposal to provide both the survey and the community engagement or just one or the other. Preference may be given to proposals that provide both or that provide a coordinated approach. Subcontractors should be clearly identified in the proposal.

In accordance with the specifications of the RFP, proposals will be received by the project coordinator until 4:00 P.M. Mountain Time, August 17, 2015. Late proposals will not be considered.

A copy of the Request for Proposal (RFP) may be obtained from the city’s web site at:

www.bouldercolorado.gov/human-services

Proposals shall be submitted to:

Name:	Project Coordinator Todd Jorgensen
Address:	City of Boulder Human Services P.O. Box 791 909 Arapahoe Avenue Boulder, Colorado 80306
Telephone:	303.441.1913
E-mail:	jorgensent@bouldercolorado.gov

Proposals shall be prepared at the bidder’s expense and becomes a city record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

The lowest responsible and best proposal shall be accepted; provided, however, that the city, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

PART I: General RFP Information

PROJECT INTRODUCTION AND BACKGROUND

This survey and community engagement work will inform two aligned Strategies under development, the overarching Human Services Strategy and the more specifically focused Homelessness Strategy.

Human Services Strategy

The 2016-2021 Human Services Strategy creates a guiding framework to direct city human services investments through a shifting community landscape driven by changes in economic conditions, reductions in state and federal budgets, sluggish local economies, increased demand for services, shifting community needs, and changing demographics.

Boulder is a community with a long history in supporting human services and has taken a strong role as a partner and leader in local and regional policy planning, funding, and service delivery, with a role historically focused on ensuring a vital safety net. Changing community needs and demographics, shifting state and federal funding priorities and growing demand on local governments is requiring an assessment of needs, priorities and partnerships in order to provide for a healthy and socially thriving community for all residents.

The purpose of the Strategy update is to:

- Identify the city's strategic human services goals and priorities that will guide work plans and investments over the next five years;
- Clarify the city's role in providing and supporting human services;
- Identify new or expanded strategic partnerships to leverage resources and services to the community; and
- Align city investments with those priorities and partnerships.

Homelessness Strategy

The City of Boulder Homelessness Strategy, currently under development, is a city-specific homelessness plan to complement the Boulder County Ten-Year Plan to Address Homelessness, which the city adopted in 2010.

The purpose of the Homelessness Strategy is to:

- Clarify city goals and priorities in addressing homelessness;
- Maximize efficiency and effectiveness of city resources in reducing homelessness;
- Engage community partners more broadly in solutions; and
- Provide a strategic road map for city action on homelessness.

Public Engagement Goal

The goal of public engagement for the Human Services and Homelessness Strategies is to gather feedback from Boulder residents, clients, partners, and stakeholders regarding:

- Value of current city human services and programs;
- Gaps in services and programs;
- Priority of programs and services since the city alone cannot meet all of the need; and
- Community priorities for addressing homelessness.

The chosen consultant(s) will provide professional design, development, data collection, management, analysis, recommendations, facilitation and consultation as specified herein, together with such other related functions and duties as directed by the City. The ideal consultant(s) will have:

- A neutral, third-party perspective;
- Extensive experience in designing, developing, collecting and analyzing actionable community input data;
- Expertise and methodologies for effectively conducting culturally appropriate assessments in traditionally under-represented communities;
- Track record of advising local governments on human services public engagement;
- Significant, current knowledge of best practices in community surveys, assessments, reporting and recommendations; and
- Significant, current knowledge of best practices in public meeting facilitation and soliciting public feedback and prioritization on community goals, including meetings that pertain to controversial and divisive issues.

The selected consultant(s) will have excellent operational and technical project management experience in areas of interest to the City within this RFP and must be a highly-effective communicator. The preferred consultant(s) will have significant experience with human services organizations, having worked with local governments and agencies both larger and smaller than the City of Boulder.

BACKGROUND

The City of Boulder is nestled in the foothills of the Rocky Mountains at an elevation of 5,430 feet. It is located 35 miles northwest of Denver and 45 minutes from Denver International Airport. Boulder is a beautiful community enriched with a diverse culture, dynamic economy, an award winning university, and a love of the outdoors. It covers 25 square miles and is surrounded by an extensive greenbelt, city trails, open space and mountain parks. The city has approximately 100,000 residents, including 30,000 students from the University of Colorado. Boulder residents are engaged, politically active, educated and informed. They have high expectations for their city government, and seek innovative, leading-edge solutions, particularly in regard to sustainability issues. The Boulder community takes pride in its history of resident engagement and on being a national policy leader in areas such as human services, growth management, open space conservation, alternative transportation, historic preservation, and environmental sustainability.

BASE PROPOSAL

PROJECT SCOPE

Requested Services and Deliverables

This Request for Proposal (RFP) is for a contract of limited duration, estimated at approximately four months. It is the City's request to have the successful consultant(s) contracted to start work by September 4, 2015. For the purposes of this RFP, the City plans for the professional services agreement to terminate at the time of final report(s) acceptance; however, the City may wish to negotiate additional hours associated with post-contract tasks.

The City requests the consultant(s) propose an approach that will best address the goals of the

project based on their expertise and proven practices. The successful consultant(s) will provide services including but not limited to:

1. Develop and perform a statistically valid community survey to gather specific, actionable data from residents and stakeholders on the value of current human services programs and facilities as well as future needs in the community.
2. Project services and deliverables will include, but may not be limited to:
 - a. Community Survey - design and deliver a statistically valid survey that gathers feedback from residents.
 - i. Design a survey instrument with questions that will help solicit valuable feedback to achieve the Strategies' engagement goals. Questions will be focused on population groups served by Human Services - seniors, families with preschool and school aged children and youth and under-represented resident groups such as non-native English and Spanish-speaking and low-income. Questions will be designed to supplement and not be redundant with currently available data will be provided.
 - ii. Deliver the survey through telephone and/or mail, depending on cost, as well as on-line and in-person in various forums. Contractor will confer with Human Services staff regarding options.
 - iii. Document and summarize results in a report that can be shared with the public, partners and City Council and that can be incorporated into the final Human Services and Homelessness Strategies. Data analysis must be presented in a format understandable to a lay audience, emphasizing the key highlights and actionable findings based on the data collected.
 - iv. Meet with Human Services staff on a regular basis, as required, to develop the survey instrument, determine final delivery methods and to develop the summary reports.
 - b. Community Engagement – design and facilitate community engagement to follow the community survey to gather additional feedback from under-represented resident and client groups, clients and stakeholders. Design, coordinate and deliver focused consultation sessions to engage under-represented resident groups and Human Services clients. Focused consultation sessions may be supplemented with one-on-one interviews with residents and clients.
 - i. Design, coordinate, and deliver focused stakeholder sessions to engage stakeholders such as grantees, community partners including other funders, and other service providers including service agencies.
 - ii. Design informational materials for community engagement. Information should generally encourage and solicit participation as well as prioritize issues and programs. Human Services staff will assist with content.
 - iii. Document and summarize results from community engagement in a report that can be shared with the public, partners, and City Council and that can be incorporated into the final Human Services and Homelessness Strategies.
 - iv. Meet with Human Services staff on a regular basis, as required, to design the meetings, discuss materials and to develop the summary report.

PROCUREMENT SCHEDULE

Tentative Selection Schedule – TBD

RFP Issued	July 27, 2015
Proposal Responses Due	August 17, 2015
Finalist Selection	week of August 24, 2015
Contractor Selection	week of August 31, 2015
Contractor Negotiations Complete	September 4, 2015
Report Due.....	December 31, 2015

Note: The city reserves the right to adjust this schedule as necessary.

PROJECT CONTACT INFORMATION

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

Name: Project Coordinator
Todd Jorgensen
Address: City of Boulder Human Services
P.O. Box 791
909 Arapahoe Avenue
Boulder, Colorado 80306
Telephone: 303.441.1913
E-mail: jorgensent@bouldercolorado.gov

SELECTION PROCESS & EVALUATION CRITERIA

SELECTION PROCESS & EVALUATION CRITERIA

The RFP coordinator and a Selection Committee made up of representatives from the Human Services Department and other relevant stakeholders will evaluate the submitted proposals. The evaluators will consider how well the consultant's qualifications, proposed methodology and costs meet the needs of the City as described in this document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to award the contract to the lowest cost consultant(s) as the sole criteria; rather, it is intended to help the City select the consultant(s) with the best combination of attributes, including cost, based on the evaluation factors. The City reserves the right to require that finalists participate in an interview and conduct a presentation to a selection team.

The following criteria will be applied in selecting a successful bid:

- Relevant community assessment development, implementation, analysis and recommendation experience and expertise (e.g. successful, “full life cycle” completion of

- similar projects, particularly in local government);
- Documented success in working with diverse and traditionally under-represented communities to conduct community surveys and public meetings;
 - Technical knowledge and experience (e.g. knowledge of and experience in survey design, survey execution, data analysis, data management, evaluations, benchmarking, policy recommendations, design and implementation of assessment instruments, meeting facilitation and design);
 - Strength of the proposed methodology;
 - Demonstrated objectivity in analysis;
 - Qualifications of the specific staff that will work on this project with the City;
 - Cost (e.g., contract requirements and objections);
 - Business references and reputation; and
 - Any other relevant and appropriate factor.

PART II: Required Proposal Response

PROPOSAL CONTENT

The complete proposal shall include the scope of work as identified in the criteria set forth in the project scope, including a point-by-point response and all other materials requested in the RFP. Proposals may include any additional materials which would assist in the evaluation of the proposal. However, each section outlined below shall be responded to completely. References to other documents shall not be accepted.

The City requests joint ability to adjust the expenditures of the contract project management hours in a manner that meets project needs at various stages of the project, rather than requiring full-time resource commitment throughout the project. As such, the City is open to a contractual arrangement that allows the successful entity to engage in other business endeavors as long as the legal and performance requirements of the Professional Services Agreement between both parties is enforced at all times and conflicts of interest are avoided.

Content of the Proposal: Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to perform the following requirements of this RFP:

1. **Knowledge, Qualifications, and Expertise of the Individual(s) or entity:** Please provide a brief history and overview of your firm and its organizational structure, or if an individual, a description of your qualifications with special emphasis on your understanding of the services required and how you propose to fulfill the needs of the City, including the following information:
 - a. Name, address, e-mail address, telephone, and website of the consultant.
 - b. Type of organization (individual, partnership, corporation, or other). Please include Federal Tax ID (FEIN).
 - c. Principals of your firm (as applicable).
 - d. State why you are well-qualified to provide the City with services outlined in the "Requested Services and Deliverables" section above. This must include the size of the organization, list of the staff qualified to provide these services, and the location of the coordinating office.
 - e. Provide specific descriptions of the experience of the consultant(s) in providing these services to clients similar to the City of Boulder Department of Human Services.
 - f. Provide three (3) references from other clients to which the consultant(s) has provided services similar to those outlined in this RFP. Include names, addresses, and phone numbers, a thorough description of project scope and deliverables, and dates of the service. Contacts shall be those who have personal knowledge of your consultant's performance for this requirement.

2. **Qualifications and Experience of Proposed Project Manager and Project Staff Assigned by the entity:** Please identify the individual staff members who will be assigned to provide the overall management of the professional services outlined in the RFP, including:

- a. Identify and provide the resume of the individuals who will be assigned to provide these contracted services on a day-to-day basis to include:
 - i. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
 - ii. Identify the assigned individual's position within the entity and the degree to which they will be able to commit resources and time to provide the services.
 - iii. Note whether the proposed project staff person is an employee of the organization or a subcontractor.
 - iv. Identify the role of each proposed staff member on the project and their estimated level of time allocated to the project.

3. **Technical Approach to Service Provision:** Please provide a description of the consultant's approach to this project to include:
 - a. A written explanation detailing how the assigned individual will approach the provision of the services outlined in this RFP to include:
 - i. The management of time, resources, and staff to accomplish goals including a detailed timeline.
 - ii. Working with the City's functional and technical staff members on issues of a routine nature and those that are urgent or emergencies.
 - iii. Designing, implementing and managing formal survey, assessment, data collection, analysis, and evaluation projects.
 - iv. Developing recommendations related to policies and procedures.
 - v. Financial matters including project budgeting and accounting.
 - vi. Assessing and mitigating project risks.
 - b. Describe in detail the information and assistance you will require from the City in providing these services and indicate if additional information or resources will be required.
 - c. Provide samples of an actual report or work product that you have performed for services similar to those required in this RFP.

4. **Project Approach:** Please provide a description of the consultant's approach to this project to include:
 - a. A written explanation detailing how the consultant will design and conduct the survey and in-person meetings to include:
 - i. Survey methodology and design.
 - ii. Tactics to reach special populations.
 - iii. In-person meeting methodology to maximize meaningful input and participant buy-in.
 - iv. Use of City staff.
 - v. Time line and overall process.

FORM 1: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in the Professional Services Boilerplate attached to this RFP, as well as the RFP itself. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

List exceptions here:

Signed,

By: _____

Title Date

For: _____

APPENDICES

CITY OF BOULDER CONSULTING SERVICES BOILER

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the City of Boulder, Colorado, a Colorado home rule city (hereafter “the City”), and _____, (hereafter the “Consultants”).

RECITALS

A. The City desires to obtain consulting services during the period from _____ through _____, in connection with the procurement of _____ (hereafter the “Project”).

B. The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by the City in connection with the Project.

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the City and the Consultants agree as follows:

I. SCOPE OF SERVICES

A. General.

The Consultants shall serve as the City’s professional advisors and representatives in connection with the Project and shall consult with and advise the City as it reasonably requires during the term of this Agreement. As a general matter, they shall communicate with the City about the Project only through _____, who has been assigned by the City to the Project as Project Manager.

B. Specific Duties and Responsibilities

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services described in Appendix A, captioned “Scope of Work” which consists of ____ pages and is attached hereto and made a part hereof.

C. Extra Services.

Upon the express, written request of the City, the Consultants shall perform services beyond the scope of the duties and responsibilities described in Appendix A. The Consultants shall charge the City for such

extra services, if any, in accordance with the provisions of Subsection IV.B.

D. Documents.

All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the City. The Consultants, upon request by the City, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the City.

II. COOPERATION BY THE CITY

The City will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals, and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants' work under this Agreement as soon as reasonably feasible. The City will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible. The City will provide the Consultants with current, updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. SCHEDULE

The Consultants' services are anticipated to be provided over the course of _____, occurring between _____ and _____. A detailed project schedule is presented in Appendix A. However, it is understood by the parties that the actual schedule may differ from what is anticipated. The City shall advise the Consultants in writing of each change in the schedule as soon as feasible after it becomes aware thereof, and the Consultants shall thereafter adjust the timing of their services so as to comply with the revised schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the City to the Consultants pursuant to this Agreement shall not exceed the sum of \$_____.

B. Specific Charges. The Consultant's primary employees who will work on the Project and their billing rates are set forth Appendix B, which consists of _____ page(s) and is attached hereto and made a part

hereof. The City will pay the Consultants on the basis of their time and direct expenses incurred in order to provide the services required by this Agreement.

1. The charge for time shall consist of the hourly rates for the Consultants' employees multiplied by the number of hours and parts of hours each such employee works directly on the Project. The time each such employee must spend traveling in order to provide the services required by this Agreement will be charged in the same way as his or her other time spent working on the Project. It is understood by the parties that the rates include a surcharge intended to cover profit and overhead, including, but not limited to, taxes, employee benefits, administrative support staff and supplies, office rent and utilities, and insurance. The Consultants' primary employees who will work on the Project and their billing rates, which includes the surcharge, are set forth in Appendix B.

2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the City on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The City shall not pay for the expense of the Consultants' owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants' hourly rates.

C. Inspection of Records.

Upon reasonable, advance request, the City may inspect and copy any or all records of the Consultants which would bear on any amounts charged to the City pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANTS

The Consultants shall bill their charges to the City periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the City may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

A. The Consultants are in default of any of their obligations under this Agreement.

B. Any part of such payment is attributable to services which are not performed according to this Agreement. (The City will pay for any part thereof attributable to services performed according to this Agreement).

C. The Consultants have failed to make payments promptly to any third parties used in the services for which the City has made payment to the Consultants.

D. The City, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the City determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VII. CONSULTANTS' DUTIES

A. Abilities, Qualifications, Experience, and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the City and the Consultants agree and acknowledge that the City enters into this Agreement relying on the special and unique abilities of the Consultants to accomplish the Project. The Consultants accept the relationship of trust and confidence established between them and the City by this Agreement. The Consultants covenant with the City to use their best efforts. The Consultants shall further the interests of the City according to the City's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the City. In case of any conflict between interests of the City and any other entity, the Consultant shall fully and immediately disclose the issue to the City and shall take no action contrary to the City's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the City that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and City

policies. In order to maintain the fact and appearance of absolute objectivity, loyalty, and professionalism, Consultants shall not, without the prior written consent of the City, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any City agency on any pending matter while they are under contract to the City;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the City.

To the extent that the City provides written consent for the disclosure of information or authorizes the making of public statements, the City may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions.

This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant, and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.

E. Accuracy of Work.

The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that the planning for the Project will conform to all foreseeable uses thereof. City approval shall not diminish or release the Consultants' duties, since the City is ultimately relying upon the Consultants' skill and knowledge.

F. Duty to Warn.

The Consultants agree to call to the City's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultants (by the City or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the City. Nothing shall detract from this obligation unless the Consultants advise the City in writing that such data may be unsuitable, improper, or inaccurate and the City nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.

G. Attendance at Meetings.

The Consultants shall attend such meetings on the work required by this Agreement as the City requires. The City will give reasonable notice of any such requirement, so that the Consultants may schedule and attend.

H. Efficiency.

The Consultants represent, covenant, and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the City.

I. Books and Records.

The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the City's inspection at all reasonable times. The Consultants shall retain such books and records for at least three years after completion of the Project.

J. Payment of Bills.

The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the City all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the City, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the City's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the City to the Consultants under this Agreement shall cease.

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the City to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the City all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultants hereunder. Such suspension may be accomplished by giving the Consultants written notice one day in advance of the suspension date. Upon receipt of such notice, the Consultants shall cease their work in as efficient a manner as possible so as to keep their total charges to the City for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The City recognizes that suspension and subsequent reactivation may inconvenience the Consultants and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultants may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

The Consultants shall be cognizant of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall defend, at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the City against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, agents, or employees.

XI. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the City from any and all claims for infringement, by reason

of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the City for any costs, expenses, and damages, including court costs and attorney fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. NO MULTIPLE FISCAL YEAR OBLIGATION

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City'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 the Consultant of any failure to appropriate such adequate monies.

XIV. INDEPENDENT CONTRACTOR

The relationship between the Consultants and the City is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the City. No employee or officer of the City shall supervise the Consultants. **The Consultants are not entitled to workers' compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.**

XV. INDEMNIFICATION

The Consultants shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless, and defend the City and its officers, agents and employees from any claim or action brought by reason thereof. As part of this obligation, the Consultants shall compensate the City for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally prevailing among private practitioners in the City of Boulder for similar services. The Consultants' obligation to indemnify the City as set forth in this Agreement shall survive the termination or expiration of this Agreement.

XVI. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability
 - a) State of Colorado: Statutory
 - b) Applicable Federal: Statutory

periods set forth herein and shall protect the Consultants, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Consultants, their agents, employees, and representatives in the performance of the services covered herein.

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) **shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear.**

The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. Claims-Made Policies.

If coverage is to be provided on Claims Made forms, Consultants must refer policy to the City Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, the Consultants shall procure necessary retroactive dates, Atail@ coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

F. The Consultants shall not cancel, materially change, or fail to renew required insurance coverages. The Consultants shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Consultants fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the Consultants, the City may procure such insurance and deduct its cost from any sum due to the Consultants under this Agreement.

G. Certificates.

Certificates showing that the Consultants are carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the City prior to the execution of this Agreement by the City. Certificates of insurance on all policies shall give the City of Boulder written notice of not less than thirty (30) days prior to cancellation or change in coverage. The Consultants shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. Non-Waiver.

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (now \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, '24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

The Consultants certify that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Consultants shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Consultants that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Consultants represent, warrant, and agree (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Consultants are prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed; and (iii) if the Consultants obtain actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultants shall be required to:

- 1) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultants 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 notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultants 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.

The Consultants further agree that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Consultants fail to comply with any requirement of this provision or section 8-17.5-101 *et seq.*, C.R.S. the City may terminate this contract for breach and the Consultants shall be liable for actual and consequential damages to the City.

XVIII. INTEGRATION

This document constitutes the entire agreement between the City and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. AMENDMENT IN WRITING

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXI. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the Twentieth Judicial District of the State of Colorado.

XXII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the City or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. FINANCIAL OBLIGATIONS OF THE CITY

All financial obligations of the City under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the City's credit, or a payment guarantee by the City to the Consultants.

XXIV. NO WAIVER

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXV. AUTHORITY

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

CONSULTANTS

By: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF BOULDER)

Acknowledged before me, a notary public, this _____ day of _____ 200__, by

_____, as _____.

Witness my hand and official seal.
My commission expires:

Notary Public

(SEAL)

CITY OF BOULDER

City Manager

ATTEST:

City Clerk on behalf of the
Director of Finance and Record

APPROVED AS TO FORM:

City Attorney's Office