



**REQUEST FOR PROPOSALS
RFP-19-17**

Executive Recruitment Services: Chief of Police

**PROPOSAL DUE DATE:
FRIDAY, AUGUST 2, 2019 BY 4:00 PM OUR CLOCK**

PROPOSALS MUST BE EMAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811
jnellis@ci.wheatridge.co.us

DOCUMENTS PREPARED BY:
ADMINISTRATIVE SERVICES DEPARTMENT
HUMAN RESOURCES DIVISION
PURCHASING & CONTRACTING DIVISION

IMPORTANT: PLEASE READ ENTIRE DOCUMENT
Per the attached specifications, terms, and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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DOLLAR COST FEE PROPOSAL (Submit as separate document or in separate sealed envelope)

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REQUEST FOR PROPOSALS
REP-19-17
EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE

Project Overview/Scope: The City of Wheat Ridge is requesting proposals from qualified firms to perform an executive recruitment for the City's next Chief of Police. The City's next chief will require exceptional leadership skills to lead the department into the future. The process will be inclusive of employees, the community and the City's leadership team. Term is for this executive recruitment only.

Please visit the City website for any additional attachments: www.ci.wheatridge.co.us

Deadline for Questions: Friday, July 26, 2019 by 2:00 PM

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us (email preferred method of communication) or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

Minimum Requirements: Minimum requirements for this project include management and execution of executive recruitments of similar scope and complexity. Those firms shall have adequate staff and expertise to begin work within two (2) weeks of the award date.

Proposals Due: FRIDAY, AUGUST 2, 2019 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING. Late receipt of bids will not be considered. It is the responsibility of the proposer to ensure the proposal is received in the Purchasing Office on or before the due date and time.

Submit to: City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033

The City will accept proposals by email or in hardcopy format. Hard copy sealed proposals must include: one (1) marked "Original" and three (3) copies of the proposal, for a total of four (4) complete sets.

Mark envelopes: RFP-19-17 EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE

Comments: All proposals will be validated upon receipt. No proposals will be accepted after the due date and time. Proposals received after the specified opening time will be filed unopened. The City reserves the right to reject any and all qualifications or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

RFP Documents: Available on the City Website for project documents and updates: www.ci.wheatridge.co.us

//:Jennifer Nellis

Jennifer Nellis, CPPB
Purchasing & Contracting Agent

Publish Date: WEDNESDAY, JULY 24, 2019

RFP-19-17
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE

Point of Contact: Jennifer Nellis, Purchasing & Contracting Agent, jnellis@ci.wheatridge.co.us or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

I. INTRODUCTION

A. General Information

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest Denver metropolitan area at 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to the Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight Council members, a City Manager, and a Mayor form of government.

The City requests proposals from interested firms qualified to perform an executive recruitment for the City's next Chief of Police. The City's next chief will be a strong leader; capable of leading the department into the future. It is imperative the final candidate has a proven track record of strong leadership, developing and maintaining a positive and productive culture, implementing modern policing practices and public safety.

B. Term of Engagement

The contract term will encompass this executive recruitment only.

II. STATEMENT OF WORK

Nature of Services Required - Scope of Work to be performed

The following components should be included in the recruitment:

1. Profile Development: includes stakeholder interviews with City Manager and Executive Management Team, and key City personnel, conduct interviews and/or focus groups with both sworn and nonsworn employees and the public. Include the minimum and maximum number of visit to the City to conduct stakeholder interviews. Include the cost for additional visits to the City above those included in the proposal.
2. Develop an electronic survey: one for employees and one for members of the public. Wheat Ridge staff will promote and disseminate.
3. Interpret survey responses and provide to City team.
4. Develop ideal candidate profile: based on stakeholder meetings, survey responses and research on best practices in modern policing, develop candidate profile.
5. Develop and implement advertisement strategy: post profile, market and advertise position at the local, regional and national level. Advertisement of the position should include an approach to ensure both ethnic and gender diversity.
6. Develop and implement an approach that identifies and targets passive candidates at the local, regional and national level.

7. Screen and Interview candidates: using the latest recruitment techniques may include video interviews, written leadership assessments, responses to specific questions, reference and internet check. Include the cost for each screening tool utilized.
8. Indicate the minimum and maximum number of candidates that will be presented to the City team for consideration
9. Prepare summary: for each candidate and identify the candidate's strength and weakness. Include how this information will be provided to the City,
10. Work with the City team to identify and select five to eight candidates for the face-to-face interview
11. Design and administer an interview/assessment process: focus of the interview will be on the candidate's technical and leadership skill and political savviness and includes opportunities for employees and the public to engage/interact with the candidates
12. Facilitate the discussion and help with identifying the candidates strengths and weaknesses and help the City select two to the three final candidates for a second interview
13. Design and administer the final interview/assessment process. The process should focus on candidate's:
 - a. leadership skill, including the ability to lead people and create a vision for the police department;
 - b. understanding of the challenges/opportunities facing todays policing environment;
 - c. ability to interact with members of the community and personnel at all levels; and
 - d. plan for the first 90 days, first six months and one year out.

The process should include opportunities to learn more about the candidate in both a formal and informal settings and provide the candidate with an opportunity to learn more about the City.

14. Facilitate the discussion and help with identifying the candidates strengths and weaknesses and help the City select the final candidate(s)
15. Conduct the background investigation of final candidate(s) include the components of the background check and the cost of the various components

III. PROPOSAL SUBMISSION, FORMAT AND EVALUATION CRITERIA

A. Proposal Submission

Submit one (1) technical proposal (if hard copy -marked "original" and three (3) additional printed copies, for a total of four (4) complete sets) AND one 'original' separate Dollar Cost Fee Proposal to:

Address: City of Wheat Ridge Municipal Building
ATTN BID: Jennifer Nellis, CPPB
 Purchasing and Contracting Division
 7500 W. 29th Avenue,
 Wheat Ridge, CO 80033
 jnellis@ci.wheatridge.co.us

PROPOSAL DUE DATE: FRIDAY, AUGUST 2, 2019 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

MARK EMAIL or OUTSIDE OF ENVELOPE:

RFP-19-17 EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE

B. Proposal Format

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and—at a minimum—contain the requested information.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Indexes for each of the categories are preferred. Additional relevant information is encouraged, though proposals should not exceed 75 letter-sized pages in length.

If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Allison Menard, via email: amenard@ci.wheatridge.co.us

Submit the following information in your proposal, in this order:

- a. Transmittal Letter
- b. Proposer Information and Addendum Acknowledgement
- c. Illegal Alien Form
- d. Non-Discrimination Assurance Form
- e. Non-Collusion Affidavit
- f. Technical Proposal
- g. Dollar Cost Fee Proposal provided in separate document or separate sealed and labeled envelope

Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide executive recruitment services for the City in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included. The following represent the criteria against which the proposal will be evaluated:

1. Firm Qualifications and Experience
 - The proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number, nature and experience of the professional staff to be employed in this engagement.
 - If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal recruiter should be noted, if applicable.
 - The firm is also required to submit a list of recent executive recruitments including those for a Chief of Police or other high ranking public safety officer.
2. Similar Engagements with Other Government Entities
 - For the firm's office that will be assigned responsibility for the executive recruitment services, list the most significant engagements (maximum – 3) performed in the last five years that are similar to the engagement described in the RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

3. Specific Executive Recruitment Approach
 - The proposal should set forth a work plan, including an explanation and timeline of the recruitment process to be followed, to perform the services required in Section II of this RFP.
4. Identification of Anticipated Potential Recruitment Problems
 - The proposal should identify and describe any anticipated potential recruitment problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.
5. Report Format
 - The proposal should include (or reference by website link) examples of recruitment materials produced by the firm.
 - NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

Separate Dollar Cost Fee Proposal

The dollar cost fee proposal should contain all pricing information relative to performing the executive recruitment engagement as described in the RFP. Proposals shall include individual costs as well as a total all-inclusive maximum price, to contain all direct and indirect costs including all out-of-pocket expenses.

The first page of the bid should include the following:

- Name of Firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.
- Cost per element of the recruitment as specified in Section II under "Nature of Services" plus additional services the firm can provide outside of the specifications with specific costs.
- Proposed costs to create an electronic employee and community survey
- Proposed costs for identifying and targeting passive candidates
- Proposed advertising placement and costs
- Proposed screening and assessment costs
- Proposed background costs
- Not-to-exceed price for any additional costs
- Total all-inclusive maximum price for the engagement inclusive of consultant travel and other expenses, but not including advertising costs.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposal evaluated and scored for both technical qualifications and price.

- 1) Mandatory Elements
 - a. The firm has no conflict of interest with regard to this or any other work performed by the firm for the City.
 - b. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.
- 2) Technical Quality (60%)
 - a. Expertise and Experience
 - The firm's past experience and past performance on comparable engagements.
 - The quality of the firm's professional personnel to be assigned to the engagement.
 - The degree to which the proposal meets or exceeds the terms of this RFP.

- List of key officials, office location(s) and contact information including telephone numbers and e-mail addresses
- b. Executive Recruitment Approach
- Adequacy of proposed staffing plan for various segments of the engagement.
 - Adequacy of proposed timeline
- 3) Price (40%)
- COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A RECRUITMENT FIRM
 - The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price.
 - Appropriate fractional scores will be assigned to other proposers.

IV. SELECTION PROCESS

The City reserves the right to reject all proposals, or to reject any proposal in part or in whole, and to award to the most responsive and responsible firm as deemed in the best interest of the City. Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive. However, the right is reserved to waive any formalities or informalities contained in this request for proposals.

The selection committee may either recommend an award based on the proposals alone, or request additional information or clarifications from proposers, or to allow corrections of errors or omissions, or may request that proposing firms make oral presentations as part of the evaluation process, or elect to short-list firms and conduct interviews.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposing firm is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The short-list process, if utilized, includes written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.

- 1) **Short List:** Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
- 2) **Oral Interviews:** It is anticipated that oral interviews, if requested, will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm's previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local, and by our clock. Proposals will be validated with time and date received.

Event	Anticipated Date
RFP Issued	Tuesday, July 24, 2019
Inquiry Deadline	Friday, July 26, 2019 by 2:00 PM
Final Addendum Issued	Tuesday, July 30, 2019
Proposal Due Date and Time	Friday, August 2, 2019 by 4:00 PM
Short List	Thursday, August 8, 2019
Interviews, if requested	Tuesday, August 13, 2019 (Time TBD)

VI. INFORMATION TO PROPOSERS

1) **PROPOSAL OPENING, EVALUATION, AND AWARD**

There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening, and will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

2) **PROPOSER QUALIFICATIONS**

No proposal shall be accepted from and no contract 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, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service bid upon and that they have the necessary financial resources to provide the proposed service.

3) **RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer’s financial responsibility. This may include financial statements, bank references, and interviews with former customers, employees or creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

4) **NO COMMITMENT BY THE CITY**

This RFP does not commit the City to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services. In acceptance of proposals, the City reserves the right to negotiate further with one or more of the firms as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

5) **PROPOSAL REPRESENTATION**

Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative.

6) **ANTI COLLUSION CLAUSE**

No officer or employee of the City, and no other public official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest—direct or indirect—in any contract or negotiation process thereof. The above compliance request will be part of all City contracts for this service.

7) **INSURANCE**

The successful proposer shall, during the term of this Agreement and until completion thereof, provide and maintain insurance coverage, and shall furnish a certificate of insurance upon notification of award, and prior to performance.

The successful proposer shall effect the insurance policies in a company or companies and in a form satisfactory to the City. Before commencing any performance under the Agreement, successful proposer shall deliver to the City certificates of insurance issued by the insurance company and/or its duly authorized agents, pertaining to the aforementioned insurance and certifying that the policies stipulated above are in full force and effect.

***The City of Wheat Ridge shall be named as additional insured.
Insurance shall include provisions preventing cancellation without 30 days prior notice by
certified mail to the City.***

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance

The firm shall provide workers' compensation insurance for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

8) **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout, as herein incorporated by reference.

9) **SUBCONTRACTING**

No portion of this proposal may be subcontracted without the prior written approval of the City.

10) **CONFLICT OF INTEREST**

No officer, employee, or member of City Council shall have a financial interest in the firm awarded auditing services—where such officer, employee or member of City Council exercises (directly or indirectly) any decision-making authority concerning such award, or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the City is prohibited.

11) **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City, unless made in writing and signed by authorized agents of both parties.

12) **CANCELLATION**

Either party may cancel the award in the event that a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

13) **TERMINATION OF AWARD FOR CAUSE**

If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective date of termination. In that event, all finished or

unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished.

Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful proposer, and the City may withhold any payments to the successful vendor for the purpose of set-off, until such time as the exact amount of damages due the City from the successful proposer is determined.

14) **TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful proposer of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the City—become its property. If the award is terminated by the City as provided herein, the successful proposer will be paid an amount which bears the same ratio to the total compensation as the services actually performed or compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of award for cause relative to termination shall apply.

15) **EQUAL OPPORTUNITY**

The successful firm will agree not to discriminate in matters of employment and compensation against any person otherwise qualified solely because of race, color, religion, creed, gender, sexual orientation, gender identity, age, national origin, ancestry, disability or any other characteristic protected by law.

It shall be a condition that any company, firm, or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

16) **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

17) **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” “respondent” and “proposer” refer to any person, partnership, corporation, or other entity.

18) **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request

parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages. All information included in any proposal that is of a proprietary nature must be **clearly** marked. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. An entire proposal shall not be considered proprietary, and may be disqualified if so marked.

19) **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively, and shall result in rejection of the offending firm's offer.

20) **PROPOSAL FORMAT**

All responses to this RFP shall use the proposer's format, except for those pages which have blanks to be filled in by the respondent, or those pages marked for return with proposal. A proposal may be rejected by the City if the submitting firm fails to completely fill in all blanks for evaluation of the proposal, or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

21) **PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE**

The City reserves the right to the following:

- Reject any and all proposals.
- Accept other than the lowest price.
- Waive minor defects or technicalities, formalities, and informalities.
- Accept in whole or in part such proposal where it is deemed advisable.
- Make an award on the basis of the apparent greatest benefit to the City.
- Reasonably alter the scope of work and RFP documents until a contract is executed.

22) **GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the successful firm and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado—more specifically, Jefferson County, Colorado.

23) **TAXES AND LICENSES BY THE CONTRACTOR**

The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement, and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish the City—upon request—duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

24) **OWNERSHIP OF CONTRACT PRODUCTS**

All products produced from the awarded contract shall be the sole property of the City.

25) **FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of this Section 2-4 of the Code of Laws. This contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1st of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.

26) **INDEMNIFICATION**

The firm agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property caused or sustained by any person or persons to the extent caused by the negligent performance or failure of the consultant to provide services pursuant to the terms of this agreement.

27) **INDEPENDENT CONTRACTOR**

The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and remain at all times—employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any reason.

28) **EMPLOYMENT OF LABOR**

The firm shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The firm shall employ only competent persons to do the work, and whenever requested in writing by the City representative, the firm shall discharge any person who commits trespass or is, in the opinion of the City representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

29) **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification, or for the failure on the part of the proposer in determining the full extent of exposure.

30) **DEBRIEFING**

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

31) **SECURITY ACCESS CARDS**

The City will issue security access cards to assigned workers. It will be at the discretion of the City to determine if the access cards are issued specifically for each worker, or if a guest card will be issued.

32) **SAMPLE AGREEMENT – TERMS AND CONDITONS**

The following sample agreement is provided in the RFP documents for informational purposes only and contains the City's standard terms, conditions, and other information that will apply to this service agreement incorporating the RFP information and requirements as well. Minor changes to this Sample Agreement may occur depending upon the final negotiations with the awarded contractor. Do not complete or enclose with your submitted proposal.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE



RFP-19-17

**EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE
SAMPLE AGREEMENT, FOR REVIEW ONLY**

THIS AGREEMENT made this _____ day of **MONTH, YEAR**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and _____ (company name), _____ (company address), hereinafter referred to as the “Awardee” or “Contractor.”

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City’s Executive Recruiter and provide as a minimum all of the professional services required as per **RFP-19-17 EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE**, as more fully described in the Request for Proposal and Contractor’s response to the RFP incorporated herein by reference.

ARTICLE 2 – TERM

The work to be performed under this agreement shall commence promptly after receipt of a fully-executed copy of the agreement, to the extent that the Contractor has been authorized to proceed by the City. Completion of tasks shall be as agreed per proposal dated _____.

The City may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor, if needed.

THE TERM FOR THIS AGREEMENT EXPIRES UPON CONCLUSION OF THIS RECRUITMENT FOR CHIEF OF POLICE.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided, and the Contractor shall accept (\$_____ per task or deliverable as agreed per attached scope/fee proposal for) a not-to-exceed amount of **(written dollar amount)**, (**\$ numerical dollar amount**) as full payment for such services.

A. Invoices by Task

Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. The payment may be expedited by the user department and processed as a VISA transaction within two business days of City approval. The City may elect an alternative method of payment by the Treasurer’s Office through proper accounting procedures. Payment is

then made to the Contractor within thirty (30) days of receipt via ACH payment or, a check is mailed to the Contractor.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this agreement, the Executive Recruiter acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance. The Executive Recruiter, as an independent contractor, is obligated to pay Federal and State income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person—other than bona fide employees working solely for the Contractor—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or any other considerations.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing types and coverages of insurance.

***The City of Wheat Ridge shall be named as additional insured.
Insurance shall include provisions preventing cancellation without 30 days prior notice by
certified mail to the City.***

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the agencies may be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, CRS, as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property caused or sustained by any person or persons to the extent caused by the negligent performance or failure of the Contractor to provide services pursuant to the terms of this agreement.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any qualified employee or applicant for employment solely because of race, color, religion, creed, gender, sexual orientation, gender identity, age, national origin, ancestry, disability or any other characteristic protected by law. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees, and ensure that employees are treated equally during employment, without regard to race, color, religion, creed, gender, sexual orientation, gender identity, age, national origin, ancestry, disability or any other characteristic protected by law. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

ARTICLE 9 – CHARTER, LAWS, AND ORDINANCES

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs and insufficient or improper work.

The City and the Contractor agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

Contact Information	City	Contractor
Name:		
Office Phone:		
Cell Phone:		
Email Address:		
Address:		
City, State, Zipcode		

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the contractor is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

ARTICLE 14 – SEVERABILITY

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

Illegal Aliens – Public Contracts for Services

CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contractor certifies that he shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor 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 knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 18 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in two (2) copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

JANELLE SHAVER, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO AUDIT FIRM:

NAME

TITLE

DATE

OWNER:

**CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900**

BUD STARKER, MAYOR

AUDIT FIRM:

**NAME
ADDRESS
CITY, STATE, ZIPCODE**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE



RFP-19-17

EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED—MUST BE IN INK

PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 _____ #2 _____ #3 _____ #4 _____

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

- 1) Has read the RFP documents thoroughly prior to submitting a proposal,
- 2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
- 3) Is capable of performing quality work to achieve the City objectives, and
- 4) Is submitting without collusion with any other individual or firm.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20____

RFP NUMBER AND TITLE: _____

FIRM SUBMITTING PROPOSAL: _____
(print full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

BY: _____
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT
RFP-19-17
EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 20__

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

EXHIBIT A
RFP-19-17
EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE
PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II A, Scope and Nature of Services Required.

SIGNATURE

DATE

Printed Name

Title: _____

Firm: _____

EXHIBIT B
RFP-19-17
EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE
PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Colorado laws with respect to foreign (non-state of Colorado) corporations.

- B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement with the prior written permission of the City of Wheat Ridge.

- C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

SIGNATURE

DATE

Printed Name

Title: _____

Firm: _____

EXHIBIT C
RFP-19-17
EXECUTIVE RECRUITMENT SERVICES: CHIEF OF POLICE

ACCEPTANCE OF CONDITIONS STATEMENT

A. Proposing firm indicates acceptance of the following conditions:

1. City of Wheat Ridge prohibits contracting with firms that employ certain relatives of City employees, unless the City Council determines that the making of such a contract is in the City's best interest.

No City Council member, member of a City Board or Commission, Municipal judge, City Manager, City attorney(s), or employee of the City of Wheat Ridge—or any such person's spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantial equivalent of the above—has an existing or pending (direct or indirect) financial, pecuniary, or personal interest in the proposing firm or this Request for Proposal (RFP), except as follows:

2. I / we hereby agree to all instructions, terms and conditions, and specifications contained herein.

B. I / we acknowledge the following addenda: _____

Proposing Firm's Name: _____

Address: _____

Office Phone Number: _____ Cell Phone Number: _____

Submitted by:

SIGNATURE DATE

TITLE

Attest (by officer if corporation) or notary (if individual): _____
SIGNATURE

My commission expires (if notarized): _____
DATE