City of Louisville
COLORADO • SINCE 1878

REQUEST FOR PROPOSALS
TO PROVIDE
HUMAN RESOURCES DIRECTOR
RECRUITMENT SERVICES

The City of Louisville, Colorado, is soliciting proposals from professional consulting firms with proven experience in executive recruitment to assist in the search for a new Human Resources Director. The City of Louisville intends to award a contract to a firm with the ability to facilitate a nationwide search, garner a diverse pool of applicants, identify qualified candidates, and assist with screening and interviewing candidates.

Released March 24, 2025

Proposals Due April 14, 2025

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I. GENERAL INFORMATION

BACKGROUND

The Miners Memorial statue in front of City Hall is a symbol of the history of the people who built Louisville - the coal miners. In August 1877, the Welch Mine opened in Louisville, the first of many coal mines to come. Louis Nawatny, a local landowner, platted his land and named it for himself. The Town of Louisville was incorporated on June 16, 1882.

The City is home to many great companies-- from sole proprietors to corporate campuses. There are approximately 14,000 employees within our community, specializing in growing and diverse industries such as advanced manufacturing, bioscience, health and wellness, aerospace, outdoor recreation, and professional services.

Louisville businesses benefit from a highly educated workforce. Over 72% of Louisville's adult population has a bachelor's degree, and of those, half have an advanced degree. The quality of life and community amenities draw people here from around the country.

A walkable and historic downtown, large Recreation/Senior Center, 32 miles of trails and approximately 2000 acres of open space make Louisville a great place to live and work.

OBJECTIVE

The City seeking a full-service executive search firm to assist with the recruitment of its next Human Resources Director. The position is currently vacant. The Interim City Manager appointed the Total Rewards HR Manager to serve as Interim HR Director until a new director is hired.

The HR Director oversees the overall strategic direction, planning, coordination, administration and evaluation of the human resources function for the City of Louisville, which has approximately 200 full-time employees and 366 part-time variable employees to cover all municipal services excluding a fire department. The total number of full-time equivalents (FTEs) is 9.45 for the Department.

The director is responsible for developing and ensuring effective implementation of plans, systems, policies and processes for workforce planning, talent acquisition, talent management and development, employee engagement, legal compliance and recordkeeping, employee relations, risk management, total rewards (compensation and benefits). This position is part of the executive leadership team and collaborates with all departments to provide support on workforce matters.

The City Council needs an executive search firm to facilitate the process and assist in evaluating candidates.

II. INVITATION TO SUBMIT PROPOSALS

Date of Request: March 24, 2025

Due Date for Proposals: April 14, 2025

The City of Louisville, Colorado, respectfully requests proposals for Human Resources Director Recruitment Services from qualified consultants ("Consultants"). The selected Consultant will assist the City Manager's Office and Human Resources Department, on the Recruitment Project that is discussed further in this request for proposals (the "RFP").

Proposals may be submitted by email and be received by 5:00 p.m. local time ("our clock") on April 14, 2025. Submit an electronic copy of proposal via email to sfox@louisvilleco.gov with subject line HR Director Recruitment Services. If you submit by email and do not receive a confirmation email within one business day (24 hours) please contact Samma Fox at 303.335.4539.

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

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

This RFP will be distributed directly to select firms. Other firms will not be precluded from submitting proposals and may be considered. To obtain a copy of the RFP visit the City of Louisville website at www.LouisvilleCO.gov/BiddingOpportunities.

III. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES

A. Project Background and Description

The City of Louisville is seeking full-service consulting services to assist with the national recruitment, evaluation and selection of an experienced Human Resources Director. The position is currently vacant, we are looking for a Human Resources Director that has public sector experience. Deputy City Manager, Samma Fox, will work with the consultant on developing criteria for the position, marketing strategy, review and evaluation methodology, and a process for evaluation and selection of qualified and experienced finalists. Consultant will work with Deputy City Manager to negotiate a successful compensation package. Estimated timeframe for hiring of a new Human Resources Director is July 2025.

B. Minimum Scope of Services

The City is seeking a collaborative executive search firm to work with the City to recruit and select a new Human Resources Director. The consultant firm will be expected to provide the following assistance:

- Prepare for recruitment: Work with City staff to define the ideal leadership characteristics and competencies of the successful candidate and selection criteria; review, validate and/or recommend changes to the current job description; prepare an application package with requirements, submission, and timelines; design a recruitment process to attract a pool of well-qualified candidates.
- Manage the search process: Develop a detailed schedule for the recruitment and selection process; recommend and conduct advertising of the job opening; conduct a national search to identify strong candidates using all appropriate sourcing methods; prescreen candidates applications to verify if they are complete and meet the minimum requirements; verify candidates credentials and education; conduct background and reference checks as well as any other screening processes deemed appropriate; and work with staff to determine the number of candidates to advance for consideration.
- Coordinate interviews: assist with the development of interview questions and evaluation criteria; prepare selected groups to conduct interviews; facilitate the interviews.
- Provide status updates to staff on a regular basis through progress reports or meetings; be on-site for interviews and other activities, as appropriate.
- May assist, as necessary, with other parts or tasks of the hiring process to facilitate a smooth and successful recruitment process.

IV. SPECIAL INSTRUCTIONS TO SUBMITTERS

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

1. Working with the Deputy City Manager and staff to develop characteristics and attributes of the successful candidate and selection criteria.
2. Development of recruitment strategies and timelines with Deputy City Manager.
3. Development of a custom brochure describing the Human Resources Director position and the City organization and community.
4. Conducting a national recruitment, including but not limited to development of print and other ads to be placed in SHRM, IPMA-HR, GOVERNMENT JOBS, Colorado Municipal League (CML) Job Finder, and other recruiting websites to attract diverse candidates; the Consultant will also use available social media, on-

line job listing services, and a direct national mailing to Human Resources professionals.

5. Conducting targeted recruitment of qualified and experienced individuals.
6. Acknowledging receipt of candidates' application materials.
7. Providing initial screening of all candidates' applications through means including but not limited to written questionnaires, telephone screening and review of background and experience.
8. Developing a selected list of applicants from the pool for consideration in conjunction with City Manager, Deputy City Manager, and staff.
9. Conducting preliminary telephone, Zoom, Skype, Facetime, or video-conferencing or in-person interviews of all qualified and experienced applicants either with the City Manager, Deputy City Manager, and/or staff.
10. Assisting the City Manager and Deputy City Manager in the selection of finalists.
11. Credential verification and background referencing prior to on-site process.
12. Setting up the final on-site selection process and interview steps. Exercises included during this final on-site process should include formal interviews with City Manager & Deputy City Manager, Department Heads, Human Resources Staff, and others as deemed appropriate.
13. Working with City staff to make arrangements for the on-site portion of the process including scheduling the interviews and other activities and making travel and lodging arrangements per City specifications.
14. Conducting all background and reference checks on the final candidate(s).
15. Providing timely notification to candidates identified as potential semifinalists and potential finalists and provide timely notification and necessary follow up and feedback to all candidates not selected for the position.
16. In conjunction with City Manager and Deputy City Manager negotiate final employment agreement/compensation package.

The Consultant must provide progress reports to the Deputy City Manager throughout the process. Periodic meetings are required to discuss progress and to determine the process for screening candidates (i.e. written tests, video presentations, etc.). The Consultant's services will be monitored to ensure quality work is being performed and the Project schedule is being met.

Proposals must include the following:

- Cover Letter and proposal narrative.
- Detailed timeline.
- Cost for all the services listed above.
- Outline of a process that includes engagement with staff, the executive leadership team, marketing the position, and selection.
- A list of any additional activities and techniques that might be useful to incorporate into the recruitment and selection process and the cost for adding such services.

- Hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.
- Estimation of any additional costs the City may incur as a part of this recruitment process.
- Specific information concerning the firm's experience with recent similar recruitments, general experience and a list of references.

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

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

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

The final form of Agreement to be entered into between the City and the successful consultant shall be subject to the final review and approval of the City Attorney.

Approximate Proposal Schedule:

- RFP Issued to Consultants: March 24, 2025
- Proposal Due Date: April14, at 5:00 PM (MST) "our clock"
- City Review Period: April 15 – April 18
- Interview selected Firms: Week of April 21
- Consultant Presentation and Selection: April 28
- Execution of Contract and Project Initiation: April 29

V. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

PART 1 – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

1.06 The Agreement to be entered into between the City and the Successful Consultant will obligate the Consultant to indemnify and hold harmless the City, and will require the Consultant maintain the following insurance coverages throughout the term of the contract: (i) workers' compensation insurance to cover obligations imposed by applicable laws for any employee of consultant engaged in the performance of work under this Agreement; (ii) employers' liability insurance with limits of liability of not less than One Hundred Thousand Dollars ($100,000) each accident, Five Hundred Thousand Dollars ($500,000) for disease (policy limit), and One Hundred Thousand Dollars ($100,000) for disease (each employee); (iii) comprehensive general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; and (iv) automobile liability insurance with combined single limits of not less than One Hundred Fifty Thousand Dollars ($150,000) for bodily injury and property damage per person, Six Hundred Thousand Dollars ($600,000) for bodily injury and property damage for two or more persons in any one occurrence, and Fifty Thousand Dollars ($50,000) for auto physical damage. The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this Project shall be sent or delivered to Deputy City Manager Samma Fox.

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

PART 2 - DEFINED TERMS

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

2.01 "Agreement" means the Agreement for Professional Services, which is included as **Exhibit A** to this request for proposal.

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

2.03 "Project" means comprehensive recruitment and selection consulting services of the City Manager position for the City of Louisville as more specifically described in Section II of this RFP.

2.04 "RFP" means this request for proposal, dated March 24, 2025, the Human Resources Director Recruitment Services Project.

2.05 "Successful Consultant" means the best qualified, responsible Consultant whom the City in its discretion selects and enters an Agreement for the Project on the basis of the City's evaluations as hereinafter provided.

PART 3 - CONTRACT DOCUMENTS

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

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

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

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

PART 4 - QUALIFICATIONS OF CONSULTANTS

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

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

4.03 Detail qualifications and previous executive search experiences, especially for local governmental entities, and especially for the position of chief executive of the organization.

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

4.05 Provide your recruitment work plan.

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

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

4.08 Complete the attached Disclosure Statement (Exhibit B) and return with your proposal.

4.09 If an entity, provide certificate of good standing or similar evidence of Consultant's qualification to do business in the State of Colorado.

4.10 Consultants will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to completion of the Contract, the City will notify Consultant in writing if the City has reasonable objection to any proposed subcontractor. In such event, Consultant

may, at its option, (1) withdraw its proposal, or (2) submit a substitute sub-consultant acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal.

PART 5 - INTERPRETATIONS AND GOVERNING LAW

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

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

PART 6 - BASIS FOR EVALUATION OF PROPOSALS

The City does not discriminate on the grounds of race, religion, color, age, sex, gender, sexual orientation, disability, or national origin or other status protected by federal or state law. Disadvantaged business enterprises are afforded a full opportunity to submit proposals. Proposals will be evaluated on the Consultant's qualifications, experience, Project understanding and approach.

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

The City will select for the Project the Consultant who City Council determines best meets the City's interests, needs and desires. In making such determination, City Council shall consider but not be limited to the following factors:

1. The Consultant's skill, ability, and capacity to perform the services required.
2. The Consultant's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City.
3. Whether the Consultant can perform the services within the time period specified, without delay or interference.

4. The Consultant's character, integrity, reputation, judgment, experience and efficiency.
5. The Consultant's previous and current compliance with statutes, ordinances and rules relating to the Project.
6. The sufficiency of the Consultant's financial resources necessary for the performance of the Project.
7. The number and nature of any conditions attached to the proposal.
8. The general organization of the proposal: Special consideration will be given to submittals which appropriately address the goals; and provide in a clear and concise format the requested information.
9. The scope, responsiveness, efficiency and quality of the Consultant's administrative services.
10. Other selection factors within this RFP or the City's Purchasing Policies that City determines are relevant to consideration of the best interests of the City.

The City makes no commitments to any Consultant until such time as the City approves the negotiated Contract. The City Council may reject all proposals when it determines that such action is in the public interest.

PART 7 - CONTRACT TIME

7.01 The number of days within which the Project is to be completed shall be negotiated prior to execution of the Agreement and made part thereof. The City anticipates the Agreement to require completion of services by no later than March 1, 2025.

PART 8 - SUBMISSION OF PROPOSAL

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

8.02 No Consultant may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association. Evidence of collusion among Consultants shall be grounds for exclusion of any Consultant who is a participant in any such collusion.

8.03 All information submitted to the City by the Consultant is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201, et seq. **The Consultant shall clearly identify any portion(s)**

of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which shall not be subject to disclosure under the Colorado Open Records Act.

PART 9 - CONFIDENTIALITY

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

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

PART 10 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

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

PART 11 - SIGNING OF AGREEMENT

11.01 When the City gives a notice of selection, it will be accompanied by unsigned counterparts of the Agreement and this RFP. The selected Consultant shall execute the Agreement and deliver it, together with evidence of insurance to the City within ten (10) calendar days from the date of the notice of selection, unless the City designates a later time. Failure to execute an agreement within the time required by the City will be adequate and just cause for cessation of negotiations.

PART 12 - PROPOSAL BECOMES CITY PROPERTY

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

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND _____ FOR CONSULTING SERVICES

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20___ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____ [Name of Contractor], a _____ [State of Formation and Type of Entity] hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing _____ services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly of flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates _____ as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by _____ and such person's designees.

5.2 The Consultant designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than _____.] [or] [Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to _____, 20___, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy

required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The City

shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

10.1 Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2 Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.

10.3 Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4 Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

10.5 The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

10.6 Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

10.7 Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8 All Services are to be performed solely at the risk of Consultant and Consultant

shall take all precautions necessary for the proper and sole performance thereof.

10.1 Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services

are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

1.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

_____
_____
_____
_____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Mayor

Attest:_____
City Clerk

CONSULTANT:

_____

By:_____

Title:_____

Exhibit B: DISCLOSURE STATEMENT

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

☐ NO KNOWN RELATIONSHIP EXISTS

☐ RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as a representative of this firm, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

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

Printed Name Title

Signature Date

Exhibit C: COMMUNITY PROFILE

City of Louisville
COLORADO • SINCE 1878

Louisville, Colorado

COMMUNITY PROFILE

About Our Community

Established in 1878, Louisville's history is rooted in mining and agriculture. Over the years, the city has grown into a vibrant, thriving, and innovative community with a high standard of living. Nestled along Colorado's Front Range, Louisville is located in Boulder County, just nine miles east of Boulder and about 22 miles northeast of Denver.

Nearly 70% of Louisville residents possess a college degree, and the community is continuously ranked amongst the best places in the country to live and raise a family. With approximately 1,900 acres of open space, 28 parks, and more than 32 miles of interconnecting trails for biking and hiking, Louisville residents enjoy a myriad of opportunities to enjoy the natural beauty of Northern Colorado.

In addition to abundant recreational opportunities, Louisville residents also have convenient access to arts and culture amenities, excellent dining and shopping destinations, and the state's third-highest ranked school district. In the City's 2020 Citizen Survey, 99% of survey respondents rated Louisville as a place to live as excellent or good, and 98% rated its quality of life as excellent or good.

Louisville's authentic Main Street contributes to the city's small-town feel and hosts outdoor dining, craft breweries, galleries, boutiques, a state-of-the-art library, and more. World-class medical care includes the Avista Adventist Hospital in Louisville, the Boulder Medical Center, and several hospitals in Denver, including Children's Hospital Colorado and the Anschutz Medical Campus. A robust transit system, the Regional Transportation District (RTD), connects the city to the region.

The city's proximity to the University of Colorado and the Colorado School of Mines, as well as several national laboratories including NOAA, NIST, and NCAR, has helped foster a robust high-tech business and manufacturing presence in Louisville's Colorado Tech Center, a master-planned business park.

As Money magazine noted, "Add in dry, clear weather, little crime, good health care, low taxes, and Louisville is pretty tough to beat."

POPULATION

20,975

MEDIAN AGE

41.1

MEDIAN HOME VALUE

$677,000

MEDIAN HOUSEHOLD INCOME

$125,124

Our City Government

The City of Louisville is a home rule municipality operating under the council-manager form of government. The seven-member city council consists of the mayor, elected at large, and six councilmembers elected from three wards, all of whom are elected on a nonpartisan basis. The mayor and councilmembers serve four year terms and are limited to two consecutive terms. Ward representative elections are staggered, with elections happening in odd-numbered years.

The city council sets policy, enacts ordinances, adopts the biennial budget, and hires the city manager, who oversees day-to-day operations, as well as the city attorney, municipal judge, and prosecuting attorney.

VISION

The City of Louisville is dedicated to providing a vibrant, healthy community with the best small town atmosphere.

MISSION

Our commitment is to protect, preserve, and enhance the quality of life in our community.

VALUES

Innovation
Collaboration
Accountability
Respect
Excellence

The City's structure and operations have been designed to ensure an open and responsive government that integrates a highly dedicated staff, thoughtful elected officials, an involved citizenry, diverse businesses, and regional cooperation to provide high-quality and cost-effective services.

Louisville provides a wide range of services to residents and businesses, including water and sewer; police protection; planning, zoning, and building safety; street and road maintenance; parks, open space, and recreation; a library; a historical museum; and a golf course.

ANNUAL BUDGET
$29.6M GENERAL
$87.6M TOTAL

CITY STAFF
200 FULL-TIME
225 PART-TIME & SEASONAL

City of Louisville
COLORADO • SINCE 1878

749 Main Street • Louisville, CO 80027 • (303) 666-6565 • LouisvilleCO.gov