



Dacono
*Colorado*SM

**REQUEST FOR PROPOSALS
TO PROVIDE
CITY MANAGER RECRUITMENT SERVICES
TO
THE CITY OF DACONO**

July 25, 2023

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I. INVITATION TO SUBMIT PROPOSALS

The City of Dacono invites qualified executive search firms to submit proposals to assist the City Council in selecting a new City Manager. The City Council will utilize the expertise of an Executive Search Consultant to facilitate the executive-level recruitment process and ensure maximum candidate exposure.

II. BACKGROUND

The City of Dacono, Colorado, is in southwest Weld County and part of the fast-growing north Front Range. The City is primarily residential and has a population of 6,458. The City operates under a Home Rule Charter and a Council-Mayor form of government. The Mayor and Councilmembers are elected for three (3) year overlapping terms and are elected at large. The City Manager is appointed by and reports to the City Council. The City Council appoints the City Attorney. The City of Dacono offers a full range of municipal services, including police, public works, community development, code enforcement, and general administration.

The previous City Manager was terminated in February 2023. The Dacono electorate recalled two City Councilmembers in June 2023. The City Council appointed an Interim City Manager from the City's senior leadership team in July to serve through the hiring and onboarding of a successful candidate. There will unlikely be an internal candidate for the City Manager position.

III. SCOPE OF SERVICES

The minimum scope of services is provided to help further define the City's expectations and goals for this recruitment. The Consultant shall provide services consisting of, but not limited to, the following tasks:

- a. Assist the City Council in determining the process to be used to select a new City Manager, including the extent to which the public may be involved in the selection process;
- b. Assist the City Council with the development of a candidate profile that outlines the desired skills and qualifications that the new City Manager should possess.
- c. Develop recruitment materials and solicitations that describe the City Manager position, the organization of the City, and the community.
- d. Use equitable and inclusive best practices to ensure a diverse pool of applicants, and conduct a broad and thorough recruitment utilizing professional publications and other current advertising methods. Post the position through national channels.
- e. Identify potential candidates for the position and conduct personal outreach recruiting.
- f. Acknowledge receipt of application materials from candidates. Review and screen applications for background, credentials, and experience; and follow-up with telephone interviews to clarify the candidate's experience.

- g. Conduct preliminary telephone, video-conferencing, or in-person interviews of all qualified and experienced semifinalists either with the City Council or share the results of these interviews with the City Council.
- h. Assist the City Council in evaluating and selecting approximately five candidates as finalists for in-person interviews. As needed, assist the City Council in evaluating and selecting the final candidate through any additional rounds of interviews.
- i. Conduct background checks on the proposed finalists, including verification of educational credentials and work history. Conduct professional reference checks on the proposed finalists.
- j. Assist the City Council in developing interview questions and other techniques to evaluate candidates equitably. Coordinate the final on-site selection process, including scheduling interviews and other activities, such as travel and lodging arrangements.
- k. Provide 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.
- l. Work with City Council and City Attorney to develop and negotiate the final employment agreement/compensation package.
- m. Provide notification to all candidates not selected as finalists for the position.

IV. TIMELINE

The preferred timeframe for appointing a new City Manager is early 2024. On November 3, voters will select two City Councilmembers as part of the Coordinated Election. The City recognizes that given the recent recall election and the upcoming November election, it may need to adjust the timeline for appointing a City Manager.

Approximate Proposal Schedule:

- RFP Issued to Consultants: July 25, 2023
- Proposal Due Date: August 8, 2023, at 5:00 p.m. MST
- City Review Period: August 9, 2023, through August 21, 2023
- Interview selected Firms: September 18 and September 19, 2023
- Execution of Contract: September 25-October 9, 2023

V. SUBMISSION INFORMATION AND DEADLINE

Proposals may be submitted by email, by mail, or in person at the addresses listed below. One digital copy of the proposal by email, or one (1) original and seven (7) copies of each proposal by mail or physical delivery must be submitted and received by 5:00 p.m. MST on August 8, 2023. Mailed proposals shall be in a sealed envelope marked with the project name "City Manager Recruitment Services" and shall be addressed as follows:

City Manager Recruitment Services
City of Dacono
512 Cherry Avenue
Dacono, CO 80514
Attention: Jennifer Krieger, Interim City Manager

Submit an electronic copy of the proposal via email to jkrieger@cityofdacono.com with the subject line City Manager Recruitment Services. A confirmation email will be sent to all applicants by August 8, 2023. If no confirmation is received within that time, please contact Jennifer Krieger at 303.833.2317 ext 127 or via email at jkrieger@cityofdacono.com to confirm that the submission was received.

No extensions for the 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. Sole responsibility rests with the Consultant to ensure its submission is received on time at the stated location.

VI. SUBMISSION REQUIREMENTS

Proposals must include the following information to be considered complete. The City of Dacono has the right in its sole and absolute discretion to reject any and all submissions, to accept any submission, and to elect not to proceed with the process outlined in this Request for Proposals.

Letter of Interest

A general statement of why the Consultant or team is interested in working with the City on this effort.

Process of Services to be Provided

A narrative description of the executive search services to be provided to the City and the Consultant's approach to carrying out the Scope of Services set forth in this RFP. The description of services should include a detailed timeline and the amount of time the Consultant would spend on these services. A list of other services or additional work hours that may be provided at additional cost may be included.

Qualifications and Experience

The Consultant must be a national or regional professional executive search specializing in recruiting senior-level executives for a City or County Manager. Preferred search firms will have demonstrable experience recruiting a diverse populace of candidates.

The Consultant should also include a description and identification of personnel that will be involved in the search. Firms should indicate the role each person will manage, abilities, qualifications, experience, and specific search and outreach processes that the staff member has coordinated successfully.

Prior Experience

Examples of at least five (5) past recruitments at an executive level, such as County Manager, City Manager, or City Administrator; recruitments must have completion of multiple function areas such as recruiting material creation, development of skills assessments, screening and credentials analysis, recommendation and screening of finalists. Submissions should include the municipality or location of the recruitment, the specific position, a description of the recruitment functions completed, and the total cost of recruitment.

Capacity

Provide assurance that the Consultant is capable of providing the described services to the City of Dacono in addition to the other responsibilities or commitments of the firm. Firms should have adequate staff capacity to handle the demands of the work in the time frame outlined.

Ability to Represent Dacono

The Consultant should be able to represent the City of Dacono on issues of importance to the City without significant conflicts of interest related to the Consultant's other clients. Identify any conflicts of interest or potential conflicts with other consultant clients.

Example Materials

Consultant should provide examples of materials previously used in the executive search for a City Manager.

Price Proposal

Provide details of the cost for the proposal, including a lump sum fee for services described; a cost per service, hourly rates required for completion of the process; non-labor costs; inclusion of two multi-day site visits to meet with City Council and Interim City Manager, with the cost of additional site visits noted.

VII. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Experience and qualification of the Consultant
- Responsiveness and an understanding of the Scope of Services
- Prior experience working with local governments in the recruitment of a City Manager, County Manager, or City Administrator
- Prior demonstrable experience recruiting a diverse populace of candidates
- Qualifications and experience of personnel assigned to the executive search
- Client references
- Cost

VIII. 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 the City has established:

- The RFP is a solicitation and not an offer of contract. The City reserves the right to reject any proposals, consider alternatives, waive any informalities and irregularities, solicit new proposals, and terminate or abandon the RFP process at any time at its discretion.
- 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.
- All proposals submitted must be valid for a period of 90 days after the date of the proposal deadline.
- The City reserves the right to select the proposal that best meets its interests, needs, and desires.
- The City assumes no responsibility for payment of any expenses incurred by any consultant as part of the RFP process.
- 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.
- All questions regarding the meaning or intent of this RFP should be submitted to Jennifer Krieger, Interim City Manager, jkrieger@cityofdacono.com, or call 303.833.2317 ext. 127.

EXHIBIT A TO REQUEST FOR PROPOSAL
Standard Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF DAcono
AND _____
FOR CITY MANAGER EXECUTIVE RECRUITMENT SERVICES**

1.0 PARTIES

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the City of Dacono, 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 "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing _____ services as further set forth in the Contractor's Scope of Services.

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

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific professional 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 (the "Services"). Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. 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 Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor 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 Contractor 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 Contractor 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 Contractor during the conduct of the Services. The Contractor shall comply with the directions given by _____ and such person's designees.

5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor 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 Contractor's Services under this Agreement shall commence on _____, 20____, and Contractor 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 Dacono Mayor/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 Contractor 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 Contractor 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 \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Dacono, its officers and its employees, as additional insureds, with primary coverage as respects the City of Dacono, 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 \$1,000,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Dacono under this contract.

7.1.4 Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000).

7.2 The Contractor's general liability insurance and automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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 contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., CRS, 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 Contractor 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 such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor 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 Contractor. 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 Contractor'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

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

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

10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.

10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.

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

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

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

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

10.9. Contractor 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

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or 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 Contractor 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 Contractor 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 Contractor 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

16.2 This Agreement shall be deemed entered into in Weld 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 courts of Weld County or the federal district court for the District of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Weld County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor 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.

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 email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Dacono
Attn: Valerie Taylor, City Clerk
512 Cherry Avenue
Dacono, CO 80514
email: VTaylor@CityofDacono.com

If to the Consultant

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. 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 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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. Contractor 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 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act 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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor 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 as of the day and year first above written.

CITY OF DACONO

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____

EXHIBIT B TO REQUEST FOR PROPOSAL

DISCLOSURE STATEMENT

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

NO KNOWN RELATIONSHIP EXISTS _____

RELATIONSHIP EXISTS (Please explain the relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name

Title

Signature