



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this 25<sup>th</sup> day of April, 2017 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Tanner, LLC** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Strategic Planning Consultant RFP-4344-17-SH**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Services specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

**ARTICLE 1**

**Contract Documents:** It is agreed by the parties hereto that the following list of documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions/Scope of Services etc.(deduction of \$800.00 to amend the Scope of Services for Council Interviews from "in person interviews" to "phone interviews" – see attached e-mail correspondence);
- c. Solicitation Documents for the Project; **Strategic Planning Consultant;**
- d. Contractors Response to the Solicitation
- e. Service Change Requests (directing that changed services be performed);

- f. Field Orders
- g. Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Services: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Services under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Final Completion of the Services no later than May 31, 2017.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the Not to Exceed Amount of **Eleven Thousand Eight Hundred Twenty and 00/100 Dollars (\$11,820.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional services to be performed, which services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progress. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

## ARTICLE 6

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may

only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 7

**Severability:** If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
*Duane Hoff*  
By: \_\_\_\_\_  
Duane Hoff Jr., Senior Buyer

4/26/2017 | 08:25 MDT  
\_\_\_\_\_  
Date

**Tanner, LLC**

DocuSigned by:  
*Dan Griffiths - Director of Strategic Planning, Tanner, LLC*  
By: \_\_\_\_\_  
Dan Griffiths - Director of Strategic Planning, Tanner, LLC

4/26/2017 | 00:37 MDT  
\_\_\_\_\_  
Date

# Grand Junction Strategic Planning Proposal

Dan Griffiths <dgriffiths@tannerco.com>

Mon 4/24/2017 4:02 PM

To: Duane Hoff Jr. <duaneh@gjcity.org>;

Hi Duane,

Thanks for your call last week. I'm looking forward to working together.

As discussed, here is a breakdown of fees:

1. Council interviews including preparation and documentation - \$3,860
2. Council retreat including all preparation and draft strategic planning document - \$4,560
3. Staff retreat including all preparation and final strategic planning deliverable - \$4,200

I performed a careful review of these estimates and did not identify any areas where I think it will take less than what I initially planned in preparing the not to exceed fee estimate (\$12,620). However, I could definitely shave off costs by conducting the council interviews by phone or skype (or possibly by doing them the day before the council retreat). If we did the interviews by phone, it would reduce the cost by at least \$800 and possibly more. As I mentioned on the phone, I will not bill you more than what it actually takes to complete the project, so if my estimates end up being too high, I will bill you less and can point to recent examples where I have done this. Having said that, based on what I believe it will take to complete the project, I believe we will end up close to the fee estimate I originally provided.

If you have any other questions, please let me know.

Thanks,

Dan



**Dan Griffiths CPA, CGMA** | Director of Strategy & Leadership

T. 801.924.5153 | C. 801.787.0371 | F. 801.532.4911

E. [dgriffiths@tannerco.com](mailto:dgriffiths@tannerco.com)

Key Bank Tower at City Creek | [36 S State Street, Ste 600](#)

[Salt Lake City, Utah 84111-1400](#)

<http://www.tannerco.com/leadership/>



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**Request for Proposals  
RFP-4344-17-SH  
STRATEGIC PLANNING CONSULTANT**

**RESPONSES DUE:**

March 13, 2017 prior to 2:30 PM Local Time

**Accepting Electronic Responses Only**  
**Responses Only Submitted Through the Rocky Mountain E-Purchasing**  
**System (RMEPS)**

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS.  
If website or other problems arise during response submission, vendor MUST contact  
RMEPS to resolve issue prior to the response deadline. 800-835-4603)**

**PURCHASING REPRESENTATIVE:**

Susan Hyatt, Purchasing Supervisor

**[susanh@gjcity.org](mailto:susanh@gjcity.org)**

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSALS**

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### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Specifications/Scope of Services**
- 4.0 Preparation and Submittal of Proposals**
- 5.0 Evaluation Criteria and Factors**
- 6.0 Solicitation Response Form**

## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

- 1.1 Issuing Office:** This Request for Proposals (RFP) is issued by the City of Grand Junction, Colorado. All contact regarding this RFP shall be directed to:

**RFP Questions:**

Susan Hyatt, Purchasing Supervisor  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms or individuals to provide consultant services regarding the development of a two-year strategic plan for the City of Grand Junction.
- 1.3 The Owner:** The Owner is the City of Grand Junction and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 4.0 for what is to be included. *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at [www.gjcity.org/business-and-economic-development/bids](http://www.gjcity.org/business-and-economic-development/bids) for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to



the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in their proposal.

- 1.9 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.10 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.11 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.12 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.13 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw

nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

- 1.14 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Developer. By executing the contract, the Developer represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Developer shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Developer shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Developer observes that any of the Contract Documents are at variance in any respect, Developer shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Developer performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Developer shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Work:** The Developer shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Developer.
- 2.5. Use of the Site:** The Developer shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Developer at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Protection of Persons & Property:** The Developer shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Developer shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Developer in the execution of the work, or in consequence of the non-execution thereof by the Developer, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.8. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Developer signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.9. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.10. Uncovering & Correction of Work:** The Developer shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Developer shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or

acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.13. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Developer hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.15. Debarment/Suspension:** The Developer hereby certifies that the Developer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Developer for the purpose of the work to be done or information that comes to the attention of the Developer during the course of performing such work is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.20. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.21. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

- 2.22. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.22.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.22.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - 2.22.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.23. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.24. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.25. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.26. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.27. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.28. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which

may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.29. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.31. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.32. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.33. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.34. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.35. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.36. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.37. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.38. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act.

Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

- 2.39. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Developer is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 2.40. Gratuities:** The Developer certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Developer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.41. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.42. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.43. Benefit Claims:** The Owner shall not provide to the Developer any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.44. Default:** The Owner reserves the right to terminate the contract immediately in the event the Developer fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Developer.
- 2.45. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.46. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this

proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

**2.47. Definitions:**

- 2.47.1.** “Offeror” and/or “Proposer” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner’s RFP.
- 2.47.2.** The term “Work” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.47.3.** “Developer” is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Developer means the Developer or his authorized representative. The Developer shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Developer shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Developer shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.47.4.** “Sub-Contractor is a person or organization who has a direct contract with the Developer to perform any of the work at the site. The term sub-Developer is referred to throughout the contract documents and means a sub-Contractor or his authorized representative.

**2.48. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

**2.49. Keep Jobs in Colorado Act:** Developer shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Developer shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Developer claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Developer shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Developer shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Developer shall, upon reasonable notice provided by the Owner, permit the Owner



to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.49.1. "Public Works project" is defined as:**

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

## SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES

**3.1 General/Background:** The purpose of this RFP is to obtain proposals from qualified professional firms or individuals to provide the facilitation and creation of a two-year strategic plan for the City of Grand Junction.

The services of the awarded consulting firm or individual include a complete two-year strategic plan to be undertaken in two phases, as indicated below. The Owner expects the selected consultant to be engaged for the complete project through both phases, with a final report at the outcome.

### **3.1.1 Phase 1**

- 3.1.1.1** Meet individually with each Council member to understand each person's vision and goals over the next two years.
- 3.1.1.2** Identify common themes or areas of focus from which goals can be developed
- 3.1.1.3** Facilitate a 4-6 hour workshop session resulting in the establishment of high level goals

### **3.1.2 Phase 2**

- 3.1.2.1** Facilitate a meeting with executive leadership staff members to help develop strategies and actions to achieve the goals identified.
- 3.1.2.2** Collaborate with staff to develop specific strategies and actions to achieve the goals identified in Phase 1.
- 3.1.2.3** Develop a final strategic plan detailing all required resources, the specific goals identified and communication strategies necessary to fulfill the strategic plan.

**3.2 Timeline:** It is expected individual Council interviews will be conducted within two weeks from the 2017 election held on April 4. Of the seven total City Council positions, three are incumbent positions that will not be affected by this year's election. Individual meetings/interviews for these three positions could begin prior to the April 4<sup>th</sup> election.

**3.3 Implementation/Final Report:** The implementation of this project will be determined by the consultant whose timeline will be used as one of the evaluation criterion. Please provide a good faith estimate of when the final report can be delivered.

### 3.4 RFP Tentative Time Schedule:

- Request for Proposal available on or about February 21, 2017
- Inquiry deadline, no questions after this date March 3, 2017 at noon
- Addendum Posted March 6, 2017
- Submittal deadline for proposals March 13, 2017
- Owner evaluation of proposals March 14-17, 2017
- Interviews (if required) week of March 20, 2017
- Contract execution late March 2017

### 3.5 Questions Regarding Scope of Services:

Susan Hyatt, Interim Purchasing Supervisor  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

## SECTION 4.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Proposals shall be submitted in electronic format only, through the BidNet Direct/Colorado website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at [www.gjcity.org/business-and-economic-development/bids](http://www.gjcity.org/business-and-economic-development/bids) for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**.

- A. Cover Letter:** Cover letter shall be provided which explains the Consultant's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Developer agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Consultants shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the Consultant's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Consultant may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.

- D. **References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. **Fees:** Provide a completed and signed Solicitation Response Form with your proposal submittal. Use this form to provide a firm lump sum price to fulfill the entire project requirements. This lump sum shall include all travel, meals and hotel expenses. No additional charges or fees will be paid.
- F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 5.0: EVALUATION CRITERIA AND FACTORS

- 5.1 **Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 5.2 **Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance as well as personality and fit of the consultant or team. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Required Skills and Capabilities
- Strategy & Implementation Plan
- References
- Fees

The Owner will review the responses received to determine if interviews are needed.

- 5.3 **Interviews:** The Owner may invite the most qualified rated firms or individuals to participate in interviews.
- 5.4 **Award:** Consultants shall be ranked or disqualified based on the criteria listed in Section 5.2. The Owner reserves the right to consider all of the information submitted and/or interviews, if required, in selecting the project Consultant.

**SECTION 6.0: SOLICITATION RESPONSE FORM**  
**RFP-4344-17-SH Strategic Planning Consultant**

**Lump Sum Proposal:** **TOTAL PRICE \$** \_\_\_\_\_

**WRITTEN:** \_\_\_\_\_ **Dollars.**

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*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

**RECEIPT OF ADDENDA:** the undersigned Developer acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

**It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.**

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



## ADDENDUM NO. 1

**DATE:** March 6, 2017  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Interested Parties  
**RE:** Strategic Planning Consultant RFP-4344-17-SH

Firms responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

**Question #1:** "Could you please help me with whether companies from Outside USA can apply for this? (like, from India or Canada)"

**Answer:** All vendors are welcome to respond.

**Question #2:** "Could you please help me with whether we need to come over there for meetings?"

**Answer:** Please read the solicitation document. Yes, on site meetings are required.

**Question #3:** "Can we perform the tasks (related to the RFP) outside USA? (like, from India or Canada)"

**Answer:** You will need to determine for yourself what tasks are to be completed where.

**Question #4:** "Can we submit the proposals via email?"

**Answer:** Please read the solicitation document. Proposals are to be submitted electronically per instructions noted in the RFP.

**Question #5:** "Is there a timeline for this project? (length of time consultant should take to perform services)"

**Answer:** Please see Sections 3.2 and 3.3 of the solicitation document. The consultant is to provide a projected timeline, which will be used as one of the evaluation criterion.

**Question #6:** "Is there a budget or budget range for this project?"

**Answer:** Budget amounts are not provided.

**Question #7:** “Is there a page limitation on the proposal?”

**Answer:** There is no set page limit, but the expectation is for the response to be of reasonable size.

**Question #8:** “Does the City have an established budget or budgeted amount for the Scope of Services outline in Section 3.0 of the RFP?”

**Answer:** There is a budget, but it will not be shared.

**Question #9:** “Is there an existing Strategic Plan that needs to be incorporated or addressed in this Strategic Plan?”

**Answer:** No.

**Question #10:** “Are the meetings with ‘each Council member’ expected to be face-to-face, or can these meetings be conducted via online conferencing?”

**Answer:** Face to face is preferred.

**Question #11:** “Will the council member support individual meeting schedules within a few days to a week?”

**Answer:** Yes. If there is a councilmember that can’t meet within a short window then a phone conversation is acceptable.

**Question #12:** “Is it expected that task items 3.1.1.3 and 3.1.2.1 are separate meetings?”

**Answer:** Yes.

**Question #13:** “Is there a formal approval required by the council members for the ‘high level goals’? Is there an existing process for this approval?”

**Answer:** The final action will be an approved strategic plan at a City Council meeting.

**Question #14:** “Are council meeting activities public meetings or private meetings?”

**Answer:** All meetings, except for executive sessions, are public.

**Question #15:** “What form will feedback to council members on the strategies & action plans identified take?”

**Answer:** The complete strategic plan will be provided in draft form to City Council. Assuming no concerns arise, it will move forward for formal adoption by City Council.

**Question #16:** “Will Grand Junction executive leadership be involved in the 4-6 hour workshop to establish high level goals? How does this relate to task item 3.1.2.1?”

**Answer:** Yes, executive leadership will be involved in the workshop session. The meeting identified in Section 3.1.2.1 is Phase 2 of the project and will be a separate meeting.

**Question #17:** “Are budgetary considerations expected to be included with the strategic goals and action plans?”

**Answer:** No.

**Question #18:** “Does Grand Junction executive staff approve the final strategic plan and actions to implement that plan? Or, is the final plan approved by the Grand Junction council members?”

**Answer:** Final approval is done by City Council when they formally adopt the plan.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt  
City of Grand Junction, Colorado

# STRATEGIC PLANNING FOR GRAND JUNCTION

PREPARED FOR:

**Grand Junction, Colorado**

Attn: Susan Hyatt, Purchasing Supervisor

SUBMITTED BY:

**Tanner LLC**

Dan Griffiths, Director of Strategic Planning

Key Bank Tower at City Creek

36 South State Street, Suite 600

Salt Lake City, Utah 84111-1400

Telephone: +1.801.532.7444

Email: [dgriffiths@tannerco.com](mailto:dgriffiths@tannerco.com)

Dear Susan,

March 13, 2017

Thank you for the opportunity to prepare a proposal for Grand Junction, Colorado. We truly believe that a well managed strategic planning process can be a powerful way of aligning the community around a unified vision for the future.

Local governments face the same challenges as large corporations and small businesses: How do we focus scarce resources on what matters most? How do we engage our stakeholders in alignment with a unified vision of what matters most? Many corporations hire independent Strategic Planning facilitators to assist them because they understand that reaching the highest levels of clarity and innovation through an internal effort requires an external enabler. We commend you for considering engagement with a firm or individual to co-develop an effective strategic plan for Grand Junction.

## RESOURCES & CAPABILITIES

Tanner LLC has an impeccable record of quality and an entire practice area devoted exclusively to strategic planning and leadership. We have deep national and international firm experience and expertise, and nearly 70% of our executive team (Managers, Senior Managers, and Partners) have been with the national or international firms. Tanner is recognized for their exceptional management team, technical talent, and a reputation for quality and reasonable fees. The firm is numbered among the *INSIDE Public Accounting's* Best of the Best Accounting Firms for 2015.



## WE WILL EXCEED YOUR EXPECTATIONS

1. Our process is fun, dynamic, innovative and sustainable. Making decisions is easy, implementing them and maintaining momentum is the biggest challenge in developing a Strategic Plan. Because our facilitated process involves 6 'adult teaching & learning methods', not only are we developing a strategic plan, but we are enabling and empowering you so that implementation is effective and sustainable. Our Strategic Planning process will empower your management team to make decisions, particularly in the face of individual pressure or an unknown or adverse political climate. When critical decisions arise, you will be able to use the strategic plan to put decisions into context and make recommendations that are reasonable and prudent with a long-term focus.
2. Our skills and expertise are unmatched. Strategic planning steps around the world are fundamentally similar. What makes them unique are the individuals who facilitate them. Each of our consultants are practitioners, not scholars. Each have vast experience in public, private and international settings, and each are dynamic and are highly-sought after. We also understand that what we say and do in a public forum reflects on you as well as us. The work we perform is carefully crafted for success in this type of environment.
3. You will get a custom project, to meet the City of Grand Junction's unique issues and circumstances. We take the time to work with you and your staff, and elected officials to better understand their jobs, duties, challenges and concerns. In every organization, some things are going well and some things are not. Opinions and personal experiences are valued and integrated into the Strategic Planning process. The result is a carefully crafted 'living' Strategic Plan document.

## OUR COMMITMENT

We are committed to exceeding your expectations and to being on time, within our stated budget, and to providing expert resources without utilizing any subcontractors. I will be the primary designee for this project. I look forward to speaking with you in the days ahead.

Sincerely,



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## BACKGROUND ON TANNER LLC

Founded in 1940, over the past 75 years, Tanner LLC has grown into one of the largest and most successful business services firms in the country. In response to a growing need, four years ago Tanner began providing insightful solutions for municipalities in Utah and throughout the United States.

Tanner is well positioned to facilitate a comprehensive strategic planning effort resulting in a two-year strategic plan that is consistent with Grand Junction's mission, strategic initiatives, and citizen needs. Tanner provides services, support, and insights to a growing number of municipal clients that include community-based strategic planning, council retreats and scoping, and implementation planning. Because we are based in Salt Lake City, we have a personal interest in helping cities and towns in the Intermountain West achieve new levels of performance and success. Tanner has engaged in recent effective collaboration with West Jordan, UT, Saratoga Springs, UT, Central City, CO, American Fork, UT, South Ogden, UT, Geneva, IL, Baytown, TX and many other communities. We know your issues and your opportunities!

## TEAM CREDENTIALS

Key personnel that will be utilized with no sub-consultants:



**Dan Griffiths, onsite Project Director** will serve as the project manager and principal point of contact. He will be directly involved in helping you design a process that meets your needs as well as facilitating the planning sessions. Dan has deep experience in facilitating strategic planning retreats and focus groups for municipal government. Dan is also fluent in all aspects of Spanish.



**Gary Vickrey, Senior Partner** has 15 years of experience in strategic planning, leadership assessment and development, executive coaching and succession planning. He has extensive experience in meeting facilitation and will be used in that capacity as well as advising on key aspects of the strategic plan.

### RELEVANT SKILLS

#### Dan Griffiths

- ✓ Project Manager
- ✓ Process Design
- ✓ Strategic Alignment
- ✓ Graphic Facilitation
- ✓ Complete Spanish Fluency

#### Gary Vickrey

- ✓ Strategic Support
- ✓ Meeting Facilitation
- ✓ Planning and Metrics

## RESOURCES & CAPABILITIES

### Curriculum Vitae

DAN GRIFFITHS  
 36 S. State Street, Suite 600  
 Salt Lake City, UT 84111  
 dgriffiths@tannerco.com  
 (801.787.0371)  
[www.linkedin.com/in/dangriffithscpa/](http://www.linkedin.com/in/dangriffithscpa/)

#### **DIRECTOR OF STRATEGY & LEADERSHIP – LEADERSHIP SOLUTIONS PRACTICE**

Director of Strategy & Leadership in a strategic planning practice in a firm with 115 Employees. 12 years of experience serving public & private organizations. Demonstrated talents and expertise:

- Strategic Planning
- Municipal Government
- Workshop Facilitation
- Team Building & Training
- Budgeting and Performance Metrics
- Planning and Budgeting
- Organizational Development
- Financial and Performance Audits
- Metrics Driven Goal Setting

#### **CAREER HIGHLIGHTS - KEY EXPERIENCES**

##### **Strategic Planning & Meeting Facilitation**

Worked with clients ranging from private business to municipal government to develop and implement organization-wide strategic plans. For municipal government, this has included a particular emphasis on community-based strategic planning. Facilitated strategic planning sessions with elected officials, stakeholder groups, executive management and departments.

##### **Financial Management & Strategy**

Worked with a private equity firm to build a solid portfolio of private business holdings. Responsible for all aspects of financial management and strategy including strategic planning facilitation, implementation of key performance metrics and accountability for business leaders and department heads.

##### **Financial & Performance Auditing**

Worked with a variety of public and private clients in performing financial and performance audits. Gained a solid understanding of accounting principles and practices as well as operational best practices.

#### **EDUCATION AND TRAINING**

- Certified Strategic Planning Facilitator and Leadership Development Instructor, Business Learning Institute, Towson, Maryland 2012
- Certified Public Accountant, CPA (2006), Certified Global Management Accountant CGMA (2012), American Institute of Certified Public Accountants, 2012
- Masters of Science (MS) in Accountancy, with High Honors, Bachelors of Science (B.S.) in Accounting, Summa Cum Laude, Brigham Young University, Provo, Utah, 2005

#### **Honors & Awards**

- In 2015, Dan was recognized as one of Utah's Forty Under 40
- 2015 AICPA Outstanding Young CPA Awarded to one CPA under the age of 40 each year
- Outstanding CPA in Business and Management, Utah Association of CPAs, August 2011
- Outstanding Council Chair, Utah Association of CPAs, August 2009
- Student Achievement Award, Federation of Schools of Accountancy, Brigham Young University, May 2005

#### **Other Activities**

- Chair of the West Jordan City Strategic Planning Advisory Committee, West Jordan, UT, 2012-2013
- Chair of the West Jordan City Budget Committee, West Jordan, UT, 2011-2013
- Utah's Elected Member of AICPA Council, American Institute of CPAs, 2013 – 2016
- Board Member, Utah State Board of Education, 2013 – 2014

## PROPOSED APPROACH & TIMELINE

Our approach to strategic planning assumes that you know more about your community than we will ever know. We are there as experts in the process of developing a strategic plan. Ultimately, the content of that plan is yours. Our process is designed to draw out the best thinking of elected officials and staff to develop an actionable plan with buy-in for execution. Here is an anticipated outline based on the information provided in the RFP:

### Phase 1:

1. Initial call with key decision makers to refine the process and establish a timeline with dates and times for meetings and deadlines for key deliverables. Schedules permitting, this would ideally occur within a week of the contract award.
2. Individual interviews with members of the City Council. We would ideally conduct these interviews right after the April 4<sup>th</sup> election.
3. Synthesis of interview feedback and development of an agenda for the council workshop.
4. Call with the City Manager and Mayor to review the agenda for the workshop.
5. 4 to 6-hour workshop with the city council and staff leadership. Schedules permitting, we would propose to hold this session on April 17<sup>th</sup> or 18<sup>th</sup>. We recognize that it can sometimes take a few weeks or months to get this on the calendars of busy staff and elected officials. We are open to holding the session on a Saturday if that is helpful in identifying a time that will work for everyone.
6. Creation of a high-level 2-year strategic plan that articulates council goals. This will be distributed to staff and Council for additional tweaks and ultimate adoption by the council. This can generally be accomplished within 2 weeks of the planning workshop.

### Phase 2:

1. 4-hour meeting with executive leadership staff to develop more specific strategies, initiatives, and actions aligned with the high-level goals articulated by the Council. Assuming the timeline described for Phase 1, this would ideally take place in early May.
2. Collaboratively with staff, develop a document (operating plan or business plan) that lays out key strategies, initiatives, and action steps created during the staff planning session.
3. Create a 2-year strategic planning document that can be formally adopted by the City Council. Depending on staff availability, a draft can generally be completed within 2 weeks of the executive leadership staff workshop.

From start to finish, this process would be expected to take two to three months depending on availability and schedules of key decision makers. We have found that scheduling the council workshop and the follow up workshop with staff are often the biggest constraints in moving through the process in a timely way. We anticipate that the final deliverable will be completed by the end of May. If meetings can be scheduled more quickly and timely feedback provided on the strategic planning documents that are created, then it could be possible to accelerate that timing by about 2 weeks. If it takes longer to schedule the meetings, then timing would be pushed back.

## OUR APPROACH TO FACILITATED MEETINGS & METHODOLOGY

### a. Approach

- i. Make the best thinking of the group visible using large-format graphic templates and sticky notes. See below for examples of some of these templates.
- ii. Share the air – A lot of the work will be done in pairs and small groups that roll up to the larger group so that everyone has an opportunity to share their thoughts.
- iii. Engage emotion – Everyone should leave exhausted, but excited for the opportunity to help build the Community.

### b. Typical Methodology

- i. Hindsight, Foresight & Insight – What are the edges of our current knowledge? Mine that knowledge for key insights. This is designed to create shared meaning and context for everyone involved.
  1. Past – We will use a history exercise to draw out insights about key values and principles for the City. Our goal is to come up with a list of “take withs” and “leave behinds.” “Take withs” represent those things from your history that you want to be sure to take with you into the future. These are the things that should not change. “Leave behinds” are those things that you would prefer to leave in the past.
  2. Present – We will use a “SCOT” analysis (Strengths, Challenges, Opportunities and Threats) to identify high-leverage opportunities.
  3. Future – This exercise will look at future trends that may impact the City and should inform your thinking in developing the strategic plan.
- ii. Create – We employ a series of brainstorming exercises designed to help push the limits of your thinking. We start with divergent thinking where anything goes and then facilitate a process that will help narrow the field to just a few key focus areas and goals. This is where the outside facilitation is especially useful and where many planning processes stall.
- iii. Communicate & Inspire – Develop a strategy for communicating the plan to city staff and the community and inspiring action.

## Additional Services

If other services are desired, we would be delighted to provide them at our standard rates. Additional services would be reviewed and approved (including estimated fees and out-of-pocket costs) by the Mayor or City Manager in advance of services being performed.

# SAMPLE WALL GRAPHICS

**Our History**

**HISTORY**  
Describe the people, events, places and circumstances that have shaped who you are today. What made them so important?

THE BEGINNING TODAY

EVENTS PEOPLE CIRCUMSTANCES PLACES  
CIRCUMSTANCES SIGNIFICANT SIGNIFICANT EVENTS  
EVENTS  
EVENTS  
CIRCUMSTANCES  
PLACES PEOPLE PLACES  
PEOPLE SIGNIFICANT PEOPLE SIGNIFICANT EVENTS  
EVENTS CIRCUMSTANCES

**VALUES**  
Morally valued character traits/strengths.

**PRINCIPLES**  
How values are translated into phrases that guide and describe behavior.

**Action Planning**

□ Action Planning for: \_\_\_\_\_

<b>ACTIONS</b> 	<b>WHO?</b> 	<b>BY WHEN?</b> 
<b>DESIRED RESULTS</b> 	<b>GUIDING PRINCIPLES</b> 	
<b>OPEN QUESTIONS</b> 	?	?
	?	?

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## SUMMARY OF THREE COMPARABLE PROJECTS

### West Jordan, Utah

Tanner facilitated a multi-month community-based strategic planning endeavor for West Jordan, Utah's fourth-largest city. Since the community had never embarked upon such an initiative, Tanner provided a detailed schedule and methodology to the city council and worked primarily with the strategic planning advisory committee and staff to chart out and identify methodologies used for gathering extensive public feedback. Tanner facilitated all public events, administered a comprehensive community survey, conducted focus groups and other stakeholder meetings, synthesized all data and assisted the committee and identifying key strategic directives and initiatives. Tanner composed all findings, data, and other plan elements into a report and presented it to the governing body for its ratification. Beyond this, Tanner worked with city department heads to develop an implementation plan which included the identification of specific initiatives and outcome metrics. This plan was also submitted to the council for its approval.

### Saratoga Springs, Utah

Tanner facilitated a community-based strategic planning initiative, very similar in scope to the West Jordan project. We utilized similar methodologies to deliver a community-based plan to the city's governing body. Unlike the West Jordan engagement, we were not asked to facilitate the creation of an implementation plan. Likewise, Saratoga Springs is a quarter of the size of West Jordan; therefore, the entire planning process was relatively short in comparison to the 13 month process utilized for West Jordan.

### Central City, Colorado

We were engaged to assist Central City, a rural community in Colorado with a strategic planning process. Throughout their history, the City's revenues have followed a boom and bust cycle (most recently, a bust), so it was particularly critical to ensure that they created a set of priorities that they could afford given the limited available resources. Working closely with City Council, Staff, and key stakeholders in the community, we drafted a 5-year strategic plan that has been adopted by the Council.

## CLIENT SATISFACTION – REFERENCES



**Bryce Haderlie** (Strategic Planning)  
City of Cottonwood Heights  
1265 E. Fort Union Blvd. Suite 250  
Cottonwood Heights, Utah 84047  
801.944.7000



**Natalie Gochnour** (Strategic Planning)  
University of Utah  
David Eccles School of Business  
1655 Campus Center Drive  
Salt Lake City, UT 84112  
801.509.1198



**Mark Christensen** (Strategic Planning)  
City of Saratoga Springs  
1307 North Commerce Drive, Suite 200  
Saratoga Springs, UT 84045  
801.766.9793, Ext. 111



**Jennifer Johnson** (Strategic Planning)  
Utah State Board of Education  
250 East 500 South  
P.O. Box 144200  
Salt Lake City, UT 84114-4200  
801.824.2205

# FEES

Leadership Solution Services	Fees
Fees for services as described will not exceed:	\$12,620

# CONFLICTS OF INTEREST

Tanner LLC and our employees have no conflicts of interest, nor do we have any working relationships that may be perceived by disinterested parties as a conflict of interest.



### Authorization

**(This completed and signed form must accompany all statements of qualification.)**

The undersigned hereby asserts that he/she is duly authorized to submit this proposal and to enter into a contract with Roosevelt should he/she be selected and approved for services as negotiated.

Name of Firm/Consultant: Tanner LLC

Name of Principal: Dan Griffiths

Signature: 

Title: Director of Strategic Planning

Phone Number: 801.787.0371

Firm Address: 36 S. State Street, Suite 600 Salt Lake City, UT 84111

Email: dgriffiths@tannerco.com

Date: March 13, 2017



SECTION 6.0: SOLICITATION RESPONSE FORM  
RFP-4344-17-SH Strategic Planning Consultant

Lump Sum Proposal:

TOTAL PRICE \$ 12,620

WRITTEN: Twelve thousand six hundred and twenty Dollars.

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*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

**RECEIPT OF ADDENDA:** the undersigned Developer acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

**It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.**

Tanner LLC  
\_\_\_\_\_  
Company Name – (Typed or Printed)

  
\_\_\_\_\_  
Authorized Agent Signature

36 South State Street  
\_\_\_\_\_  
Address of Offeror

Salt Lake City, UT 84111  
\_\_\_\_\_  
City, State, and Zip Code

Dan Griffiths  
\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

801.532.7444  
\_\_\_\_\_  
Phone Number

dgriffiths@tannerco.com  
\_\_\_\_\_  
E-mail Address of Agent

3/13/2017  
\_\_\_\_\_  
Date