



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
REQUEST FOR PROPOSAL #RFP-17-002
COVER SHEET

Date	January 26, 2017
RFP Number	RFP-17-002
RFP Title	CLOTHING AND COMMEMORATIVE ITEMS
Services to be performed for	Town of Parker Parks and Recreation
Proposals will be received until	2:00 P.M., MST, Thursday, February 23, 2017 at the Parker Town Hall Reception Desk, 20120 East Mainstreet, Parker, Colorado 80138
For additional information please contact	Traci L. Gorman, CPPO, CPPB, Procurement Officer Email: tgorman@parkeronline.org 303-805-3188
Documents included in this package	Request for Proposal Cover Sheet General Terms and Conditions Special Terms and Conditions Scope of Work Proposal Submittal Requirements Attachments

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Company Name: _____	Fax: _____
Address: _____	City/State/Zip: _____
Contact Person: _____	Title: _____
Email: _____	Phone: _____
Authorized Representative's Signature: _____	Date: _____
Printed Name: _____	Title: _____
Email: _____	Phone: _____



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

REQUEST FOR PROPOSAL #RFP-17-002
GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" and/or "Responses") made to the Town of Parker (hereinafter referred to as "Town") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

2. **CONTENTS OF OFFER**

2.1 **General Conditions.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

2.1.1 Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Vendor.

2.1.2 Vendors are advised that all Town contracts are subject to all legal requirements contained in Town ordinances, the Finance Department's policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

2.1.3 Vendors are required to state exactly what they intend to furnish to the Town via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.

2.1.4 The Town of Parker intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract.

2.1.5 All Offers and other materials submitted in response to this Solicitation shall become the property of the Town and will be a matter of public record. Vendors must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under the Open Records Act.

Any Vendor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Vendor claims is not subject to disclosure, and must submit an additional bound copy of the Proposal with each exempt item clearly redacted. Any Vendor claiming an exemption

must also state in its Proposal that the Vendor agrees to defend, indemnify and hold harmless the Town and its officers and employees from any action brought against the Town for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request therefore.

Any Vendor who fails to include an exemption statement along with the additional redacted copy of the Proposal shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

2.2 Clarification and Modifications in Terms and Conditions

2.2.1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the specifications outlined in this Solicitation, the specifications then the Special Terms and Conditions will prevail.

2.2.2 If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the Town's Procurement Officer as outlined in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the Town's buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made by the Town's Procurement Officer. The Town shall not be responsible for interpretations offered by other employees of the Town.

The Town shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (<http://www.rockymountainbidsystem.com>) as well as the Town of Parker web site (<http://www.parkeronline.org>). Vendors are responsible for either revisiting one of these websites prior to the due date or contacting the Procurement Officer named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.3 Prices Contained in Offer--Discounts, Taxes, Collusion

2.3.1 Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the Town receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

2.3.2 Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Materials purchased directly by the Vendor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the vendor. Under no circumstances shall Vendor be authorized use the Town's tax exemption number in acquiring such materials.

2.3.3 The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the Town. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the Town's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

3.1 Preparation

3.1.1 The Town of Parker will not be responsible for any expenses incurred by any Vendor in preparing and submitting its offer.

3.1.2 The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.

3.1.3 Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation Cover Sheet. The original Cover Sheet of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.

3.1.4 Prices shall be provided by the Vendor on the Solicitation's Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

3.1.5 Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.

3.1.6 The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

3.2 Submission

3.2.1 The Offer shall be sealed in an envelope/package with the Vendor's name, the RFP Number and the RFP Title on the outside. When required in conjunction with the prescribed method of award, the Town's Pricing Form must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the Town. No other form shall be accepted.

3.2.2 Offers submitted via facsimile machines or email will not be accepted.

3.2.3 Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The Town reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the Town's terms and conditions, or if they are not in the best interests of the Town.

- 3.3 Late Offers.** Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

4. MODIFICATION OR WITHDRAWAL OF OFFERS

- 4.1. Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the Town's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Town's Purchasing Department will be considered the valid modification.

4.2. Withdrawal of Offers

- 4.2.1** Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
- 4.2.2** In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the Town may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

5. REJECTION OF OFFERS

- 5.1. Rejection of Offers.** The Town may, at its sole and absolute discretion:

- 5.1.1** Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
- 5.1.2** Re-advertise this Solicitation;
- 5.1.3** Postpone or cancel the process;
- 5.1.4** Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
- 5.1.5** Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Town.

- 5.2 Rejection of a Particular Offer.** The Town may reject an offer under any of the following conditions:

- 5.2.1** The Vendor misstates or conceals any material fact in its Offer;
- 5.2.2** The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
- 5.2.3** The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions and/or specifications;
- 5.2.4** The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or specifications; or
- 5.2.5** The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

5.3 Elimination from Consideration

- 5.3.1** To ensure fair consideration for all Vendors, the Town prohibits communication initiated by a Vendor or on a Vendor's behalf regarding the Solicitation to or with any Town official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the Town prohibits communications initiated by a Vendor or on a Vendor's behalf to or with any Town official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Vendor shall be grounds for eliminating the offending Vendor from consideration for award.
- 5.3.2** An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town.
- 5.3.3** An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

- 6. AWARD OF CONTRACT.** The Town of Parker and the successful Vendor shall execute the Town's Professional Services Agreement (see Attachment 1) to consummate a contract between the parties. This Solicitation and the Vendor's Offer shall be attached and incorporated as part of that contract.

7. CONTRACTUAL OBLIGATIONS

- 7.1 Local, State and Federal Compliance Requirements.** Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- 7.2 Disposition.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the Town.
- 7.3 Employees.**
- 7.3.1** All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not employees or agents of the Town. The Town may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on Town property is not in the best interest of the Town. In accordance with the Town's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on Town property.
- 7.3.2** Vendors providing services to the Town of Parker shall comply with all State and Local requirements concerning illegal aliens and public contracts for service.
- 7.4 Workers' Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the Town, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the Town with a certificate giving evidence that he is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days' prior notice to the Town in writing.

7.5 Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the Town upon inspection and acceptance by the Town at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the Town reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the Town shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

7.6 Material Priced Incorrectly. As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

8. CONTRACT MODIFICATIONS. Terms and conditions may be added, modified, and deleted upon mutual agreement between the Town and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the Town and the Vendor prior to the enactment of such modifications.

9. TERMINATION OF CONTRACT

9.1 Failure to perform. The Town may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the Town as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The Town shall be the sole judge of non-performance.

9.2 Reasons other than cause. The Town may cancel the contract upon thirty days written notice for reason other than cause. This may include the Town's inability to continue with the contract due to the elimination or reduction of funding.



Town of Parker
Finance Department
20120 East Mainstreet
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REQUEST FOR PROPOSAL #RFP-17-002
SPECIAL TERMS AND CONDITIONS

SUBMISSION OF OFFERS: The original Offer must be received before the due date and time as specified in this solicitation. The Vendor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it will be returned unopened. Address the envelope as follows:

Town of Parker
Finance Department, Purchasing Division
20120 East Mainstreet
Parker, CO 80138

Attn: Traci L. Gorman, CPPO, CPPB
Procurement Officer
RFP-17-002

SCHEDULE OF ACTIVITIES: The following activities and dates tentatively outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

January 26, 2017	Distribute Request for Proposal
February 7, 2017 @ 10:00 a.m.	Deadline for Submitting Questions
February 23, 2017 @ 2:00 p.m.	Proposal Submission Deadline
March 2017	Issue Notice of Intent to Award

PURPOSE OF SOLICITATION: The Town of Parker is issuing this Solicitation for the purpose of entering into a contract for services as specified herein from a Vendor(s) that will provide prompt and efficient service to the Town for Clothing and Commemorative Items for the Town of Parker departments. Although this Solicitation specifies an exact location and timeline for these services to be completed, it is understood and agreed that the Town may, during the term of the contract, request additional services be performed by the successful Vendor(s) at other locations within the Town of Parker. This option, if exercised, is the prerogative of the Town and shall be honored by the Vendor(s) throughout the contract period. No guarantees are made that additional services will be requested.

TERM OF CONTRACT: The awarded contract shall commence on April 1, 2017 and shall remain in effect through March 31, 2018.

OPTION TO RENEW FOR ONE YEAR (WITH PRICE ADJUSTMENT): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the Town shall have the option to renew the contract for three additional one-year periods. Continuation of the contract beyond the initial period is a Town prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the Town. During the option period, the Town will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the Town of such adjustments during the option period at least sixty calendar days prior to the end of the then current contract year and must include detailed justification for the requested adjustment. The Town reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

The Town may consider an adjustment to the pricing structure outside of the option period, if such adjustment would be detrimental to the Vendor. The Vendor shall submit an immediate request for such an adjustment in writing to the Purchasing Division and must include detailed justification for the requested adjustment outside of the option period. This consideration is a Town prerogative and there is no guarantee that the request will be accepted outside of the option period. The Town reserves the right to accept, reject or negotiate any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

LIMITED CONTRACT EXTENSION TO COMPLETE WORK: Any specific work assignment which commences prior to the termination date of the awarded contract and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Traci Gorman, CPPO, CPPB, Procurement Officer, Purchasing Division, Town of Parker, at tgorman@parkeronline.org. The Vendor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the buyer by the date and time listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

Any official interpretation of this Solicitation must be made by an agent of the Town's Purchasing Division who is authorized to act on behalf of the Town. The Town shall not be responsible for interpretations offered by employees of the Town who are not agents of the Town's Purchasing Division.

TOWN OF PARKER BUSINESS / SALES TAX LICENSE REQUIRED: Vendors performing services in / for the Town must show that they have been duly licensed by the Town of Parker, prior to being awarded a contract by the Town.

PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE: Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the Town to award this Solicitation to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the Town's Response Evaluation Committee. Notwithstanding, the Town reserves the right to alter this method of award if such alteration results in a cost savings to the Town. I.e. – primary/secondary vendor award, group-by-group, item-by-item, aggregate, or a combination thereof. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria listed in no particular order:

- Delivery / Submittal Timelines
- Proposed Fee Schedule
- Quality of Products
- Variety of Products Offered
- Customer Service in addition to Location of Business/Warehouse Operations

Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Vendor, risk and incentives.

If it is in the best interest of the Town, the Evaluation Committee may invite a limited number of Vendors who received the highest scores during the written phase to provide an oral presentation. The number of Vendors who may be invited to provide an oral presentation will be determined by the Evaluation Committee after the written Responses have been scored.

The Town reserves the right to conduct negotiations with Vendors and to accept revisions of Responses. During this negotiation period, the Town will not disclose any information derived from Responses submitted, or from discussions with other Vendors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

POST AWARD MEETING: The Vendor may be required to attend a post-award meeting with the Town to discuss the terms and conditions of the contract. This meeting will be coordinated by the department/division/office identified in this solicitation.

SUPERINTENDENT/CUSTOMER SERVICE REPRESENTATIVE SHALL BE SUPPLIED BY VENDOR: The successful Vendor shall employ a competent superintendent who shall be the primary representative for the Vendor and all communications given to, and all decisions made by, the superintendent shall be binding to the Vendor. Secondly, a dedicated Customer Service representative shall be assigned to take all orders, inquiry's, questions, track the account, orders, backorders, payments, etc. Notwithstanding, the superintendent and customer service representative shall be considered to be, at all times, employees of the Vendor under its sole direction and not employees or agents of the Town.

VENDOR REGIONAL DISTRIBUTOR AGREEMENTS: The Town of Parker will not be bound by regional distribution agreements.

SAMPLES OF PRODUCTS ARE REQUIRED: Vendors are required to submit a sample of the goods to be supplied for evaluation by, and at no cost to, the Town. Unless otherwise specified by the Town on the Solicitation, a sample of each product the Vendor can provide as outlined in this solicitation, shall be wrapped together and plainly marked with item number and description of the sample, vendor name and proposal number and shall be submitted with the Vendor Response. Vendors who fail to submit samples as required shall be considered non-responsive and ineligible for award unless waived by the Town in its best interest. The Town reserves the right to perform its own testing procedures. On the basis of this testing, the Town shall be the sole judge of the acceptability of the sample in conformance with the Specifications and its decision shall be Final. Any samples submitted shall create an express warranty that the whole of the goods provided by the Vendor during the contract period shall conform to the sample submitted. The Vendor shall be required to provide adequate restitution to the Town, in the manner described by the Town, if this warranty is violated during the term of the contract. Samples submitted by proposers that are not ultimately awarded may request the return of their samples at their own expense. Samples not requested to be returned within seven (7) days of notification become the property of the Town.

EQUAL PRODUCT CAN BE CONSIDERED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the Town and is in no way intended to prohibit offering of other manufacturer's items of equal or similar material. Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures for the Town's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected. The Town shall be the sole judge of equality or similarity and its decision shall be final in its best interest.

SUBSTITUTION OF ITEMS: Substitute brands or models may be considered during the contract period for discontinued brands or models, unless otherwise stipulated as a 'no substitute' item in the Specifications. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the Town's Purchasing Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN SUPPLYING PRODUCTS RENDERED: Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which have been engaged in the business of manufacturing or distributing the products as described in this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the Town) in making the award in the best interest of the Town.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED: As part of its Response, the Vendor shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the Town when making the award in the best interest of the Town.

ADJUSTMENT OF QUANTITIES: It is hereby agreed and understood that the Town has the right to adjust/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the Town in accordance with this Solicitation. All corrections shall be made within five (5) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Division and/or the ordering department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

DELIVERY SHALL BE WITHIN TEN (10) BUSINESS DAYS FROM DATE OF ORDER: The Vendor shall make deliveries within ten (10) business days after the order either is verbally placed with the Vendor or is transmitted to the Vendor via facsimile, website, or email, whichever notification occurs earlier and will be considered late if not delivered within fifteen (15) calendar days. Orders delivered/received after the 15th day will be subject to liquidated damages for late delivery. This requirement will take effect 60 calendar days after award of the contract. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the Town of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

DELIVERY SCHEDULE OFFERED BY VENDORS SHALL BE CONSIDERED BY THE TOWN WHEN DETERMINING AWARD: This Solicitation identifies the maximum delivery schedule for when products must be delivered. Accordingly, the delivery schedule specified by the Vendors as part of their Response shall serve as a criteria for awarding this Solicitation. The Town reserves the right to award to other than low Vendor when the higher Vendor provides a better delivery schedule. It shall be understood therefore, that the Town may cancel the contract for cause if the awarded Vendor fails to make delivery within the period specified in the Vendor's Response. It shall be further understood that the Town may, in its best interest, purchase the products from another vendor and seek re-procurement charges from the defaulted Vendor and/or invoke liquidated damages to the extent specified in this Solicitation.

BACK ORDERS MUST BE FILLED WITHIN SEVEN (7) BUSINESS DAYS: If the Vendor experiences a back order of items from its manufacturer or distributor, the Vendor shall insure that such back orders are filled within seven (7) business days after the required delivery date. In these cases, the Vendor must notify the Town of these backorders in advance of the delivery date so appropriate steps can be taken by the Town to prevent inadequate stock levels or stock-outs. It is understood and agreed, the Vendor shall not invoice the Town for back ordered items until such back orders are delivered and accepted by the Town's authorized representative. It is understood and agreed that the Town may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the Vendor for any re-procurement costs.

LIQUIDATED DAMAGES FOR LATE DELIVERY: Upon failure of the Vendor to deliver the product(s) in accordance with the Specifications and to the satisfaction of the Town within the time stated, the Vendor shall be subject to charges for liquidated damages and not as penalty in the amount of \$2.00/day per individual/item for each and every calendar day that the product is not delivered to, and accepted by, the Town. As compensation due to the Town for loss of use and for additional costs incurred by the Town due to such non-completion of work, the Town shall have the right to deduct said liquidated damages from any amount due or that may become due to the Vendor under this agreement or to invoice the Vendor for such damages if the costs incurred exceed the amount due to the Vendor. The Vendor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

DUPLICATE SHIPMENTS ARE NOT ALLOWED: The Town will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a Town location, the Vendor shall either retrieve the items at no cost to the Town or allow the Town to retain the items at no cost to the Town.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this Solicitation shall be required to notify Town's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Town by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the Town and for removal from the Town's approved vendor list(s).

ADDITIONAL PRODUCTS MAY BE PURCHASED DURING CONTRACT PERIOD: Although this Solicitation specifies products for the Town, it is understood and agreed that the Town may, during the term of the awarded contract, request additional products for the same or other locations from the successful Vendor. This option, if exercised, is the prerogative of the Town and shall be honored by the Vendor as a condition of contract award.

DELIVERY HOURS: The Vendor shall deliver all items requested through this Solicitation to the address stipulated on the order. Deliveries will only be accepted from 8:00 a.m. to 5:00 p.m. Monday through Friday excluding Town Holidays, which are as follows:

- Observance of New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Observance of Christmas Day

Successful Vendor shall call twenty-four hours before attempting to make any delivery.

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the Town's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable. The Town's Receiving representative has the authority to reject shipments that do not conform to this requirement.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the Town of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the Town reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re-procurement costs incurred by the Town.

VALUE OF ORDERS TO BE DELIVERED: It is understood that the value of the orders placed by, and delivered to, the Town will normally be greater than \$100.00. The cost of processing, shipping and delivering these items to the Town premises shall be borne by the Vendor. Shipping and handling surcharges, including fuel surcharges, are expressly prohibited. If the Vendor requires a minimum dollar value greater than \$100.00 for each individual order/delivery, this dollar value must be designated by the Vendor on its Response. It is hereby agreed and understood that such designation represents a variation from the Solicitation requirements; accordingly, the Town may, in its best interest, accept this variation as a stipulation of contract award or reject the Vendor's Response as non-responsive.

WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM: The Vendor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Vendor may be given the opportunity to submit these certificates to the Town during the Response evaluation period in its best interest. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the Town at the time of defect. Any payment by the Town on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

ANNUAL PURCHASE ORDER(S) PLACED WITH VENDOR DURING CONTRACT: Annual Purchase Orders bearing a unique Purchase Order number shall be issued by the Town's Purchasing Division. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the Town. This Purchase Order may be updated periodically based on changes/adjustments to the anticipated quantities throughout the year. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order. All verbal Purchase Orders issued under emergency circumstances will be followed up by a written Purchase Order once the emergency circumstance has expired.

SWEAT FREE PROCUREMENT: By submission of a proposal in response to this solicitation, Vendor hereby certifies that, if awarded a contract or issued a purchase order hereunder, by the Town or any Government agency, Vendor and Vendor's subcontractors and suppliers shall in the performance of said contract or purchase order, refrain from practices that constitute the use of Sweatshop Labor.

"Sweatshop Labor" means serious and repeated violations of laws of the jurisdiction within which the work is performed pertaining to: wages; employee benefits; health and safety; labor; environmental conditions; discrimination, harassment or retaliation; and freedom of association. In addition, it includes work performed by any person that constitutes foreign convict or forced labor, or abusive forms of child labor or slave labor.

"Abusive Forms of Child Labor" means work performed by a person under the age of 18 when the person does not voluntarily seek the work or the person is threatened with physical, mental or emotional harm for nonperformance. It includes work performed by a person in violation of any applicable law of the country of manufacture or assembly governing the minimum age of employment, compulsory education, or occupational health and safety.

"Foreign convict or forced labor" shall have the meaning set forth in Section 1307 of Title 19 of the United States Code.

"Slave labor" means any form of slavery or practices similar to slavery, such as the sale and trafficking of persons, debt bondage, serfdom, forced or compulsory labor.

Vendor understands and agrees that, if awarded a contract or issued a purchase order, and the Town discovers that any products, goods, supplies or other services provided by Vendor, pursuant to such contract or purchase order, are produced in violation of the obligations imposed by this section, Vendor shall immediately provide an alternative, compliant source of supply.

Vendor further understands and agrees that failure to comply with the foregoing provisions shall constitute a material breach of the contract, and provide grounds for immediate cancellation of the purchase order or termination of the contract, in whole or in part, and may result in a finding that Vendor is deemed "not responsible" when being considered for future awards. Any other Government agency may also deem Vendor's failure to comply as a material breach and cancel the purchase orders they have issued to Vendor.

GOVERNMENT STANDARDS AND REQUIREMENTS: All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), the National Electric Code (NEC), as well as standards and requirements established by the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596) as well as with other applicable federal, state and local codes.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized Town representative.

SALES TAX: The Town is exempt from paying State or Local Sales Taxes. Vendors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39-26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 98-04380-0000, Federal tax I.D. # 74-2212090.

PRICE DISCOUNT OFF THE VENDOR'S PUBLISHED CATALOG PRICING: The Vendor shall quote a percentage discount off the Vendor's published catalog pricing (provide a link to a website catalog). The resulting cost per item must also reflect all shipping and handling charges, trade discounts, and terms of payment.

DISCOUNTS OFFERED DURING TERM OF CONTRACT: The successful Vendor(s) may offer the Town discounts below the original prices quoted in the Response during the term of the contract. In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from Town employment), or for any employee or former employee (within six months of termination from Town employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any Town of Parker employee, the proposal shall be disqualified and shall not be reinstated.

METHOD OF PAYMENT - PROCUREMENT CARDS OR PERIODIC INVOICES FOR COMPLETED DELIVERIES: The successful Vendor(s) is asked to have the capability of accepting the Town's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead.

If the successful Vendor is unable to accept the Town's authorized Procurement Card as a method of payment, the successful Vendor shall submit an invoice to the Town's Finance Department for payment. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the Town when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the Town in advance of the delivery and acceptance of the items.

CONFLICTS WITHIN THE CONTRACT DOCUMENTS: In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Vendor shall not avail itself of such manifestly unintentional error or omission, but must have same explained or adjusted by the Town's project manager before proceeding with the work in question.

INSURANCE:

A. The Consultant agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. The Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant, as determined by the Risk Manager.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five

Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period. The policy shall contain a severability of interests provision.

3. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the Agreement by the Consultant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the Town's Protective Liability Policy, to be provided by the Consultant, as described in this Section B., shall be increased to the same limits as described above for the Consultant's Commercial General Liability Insurance.

5. The policy required by Paragraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to the policy required by Paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and **shall be reviewed and approved by the Town prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town thirty (30) days prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 East Mainstreet
Parker, Colorado 80138

7. It is the affirmative obligation of the Consultant to notify the Town's Risk Manager, as provided in this Agreement, including faxing (fax no. 303-841-4814) or e-mailing (sbeward@parkeronline.org) a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

8. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town 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 Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

9. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10. The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

VARIATIONS MAY BE ALLOWED IF INDICATED: For purposes of Response evaluation, Vendors must indicate any variances to the Specifications, terms and conditions, no matter how slight. If variations are not stated in the Vendor's Response, it shall be construed that the Response fully complies with the Specifications, terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the Town reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.

NON-APPROPRIATION. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Vendor written notice of such non-appropriation.

EQUAL OPPORTUNITY: The Town of Parker intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental agency which avails itself of this Solicitation will establish its own contact, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that the Town of Parker is not a legally binding party to any contractual agreement made between any other governmental agency and the Vendor as a result of this Solicitation.

CONFIDENTIALITY: Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Responses to this Solicitation will be the names of the respondents. Only after staff makes an official recommendation of award will Responses to this Solicitation be available as public record.

Proposals submitted to the Town for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, *et seq.*, C.R.S., after award is made. Any confidential information in the Vendor's proposal shall be identified as such. Should the Town receive a request for the release of any information in the Vendor's proposal identified as confidential in accordance with the open records law, the Town will notify the Vendor of the request and will exercise best efforts in assisting the Vendor in taking all legally available steps to resist or narrow such request. If, in the opinion of Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

BUDGET: Budget will not be disclosed.

LOBBYING PROHIBITED: Vendors are prohibited from directly or indirectly communicating with members of Town Council regarding their qualifications or another matter related to the eventual award of a contract for the good and/or services requested in this Solicitation. Vendors are prohibited from contacting Town employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Vendor's immediate disqualification from the selection process.

DEBARMENT: By submitting this proposal, the proposer warrants and certifies that he/she is eligible to submit a proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

LOGOS: The Town logo is trademarked and property solely of the Town of Parker. Vendors do not have permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark as to not influence an evaluator's evaluation.

PROFILE OF THE TOWN OF PARKER: Located 20 miles south of Denver and spanning 21.5 square miles, the Town of Parker offers the perfect balance of a full-service community with a hometown feel. A community that is highly rated for safety, Parker provides more than 50,000 residents with an unmatched quality of life, spectacular parks and recreation amenities, a great business mix, world-class cultural facilities and a wide variety of community events. With a median household income of \$99,534 and a highly-educated population, Parker is well positioned for the future.

Parker operates under a Town Council/Administration form of government and is a Colorado home rule municipality. The Mayor and Town Council, who are elected at large, make policy decisions, approve the Town budget and enact and provide for the enforcement of ordinances, which are Town laws. Town Council hires and directs the Town Administrator who oversees Town staff and the day-to-day operations of the organization.

The Town employs 283 full-time and 442 part-time employees who are dedicated to providing services to our Parker citizens. The Parks, Recreation and Open Space Department is the largest Town department, employing more than 400 full and part-time employees. Parker's Arts, Culture and Events Center also bustles with activity year round, offering more than 400 cultural classes and presenting over 100 performances last year.

The Town's primary sources of revenues are sales and use taxes, property taxes, and fees for services. An electronic copy of the Town's most recent comprehensive annual financial report and annual budget are available on the Town's website at www.parkeronline.org. The Finance Department has primary oversight of all financial aspects of the Town. The Finance Director is the Chief Financial Officer for the Town of Parker.

The Town continues to grow quickly and works diligently to provide and maintain the necessary community infrastructure, including nearly 500 lane miles of roadway, 85 traffic signals and 1,150 stormwater drainage facilities. Our Police Department is an industry leader and recently implemented a nationally-recognized body-worn camera program, as well as other innovative initiatives.

In addition to the many services the Town offers, we also strive to engage our community through social media, opportunities for involvement and a wide range of activities and events. Even through the Town of Parker's growth, we've managed to maintain a palpable feeling of community.

To find out more about our great community, visit www.ParkerOnline.org. Parker, Colorado. It's your kind of place.

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Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

REQUEST FOR PROPOSAL #RFP-17-002

SCOPE OF WORK

1. SPECIFICATIONS

The Town of Parker is soliciting responses from qualified Vendors to furnish all materials and labor as necessary for the purchase of Clothing and Commemorative Items for Races/Events for the Town of Parker Parks and Recreation Department.

Clothing and Commemorative Items includes, but may not be limited to, shirts, hats, water bottles, patches, medals, trophies, bags, etc. For a complete list of items purchased by the Town in prior years, refer to Attachment A – Proposal Items.

This document and the Professional Services Agreement shall form the basis of a contract covering the subject matter of this solicitation. Exceptions or deviations to this solicitation must not be added to the solicitation pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The Town reserves the right to reject any or all of your proposed modifications. The Town welcomes cost saving proposals which still satisfy all technical and business objectives.

Each Vendor is required to include with their proposal a letter from their proposed manufacturer(s), or industry distributor as appropriate, on the manufacturer's letterhead, certifying them to be a distributor in good standing with a sufficient credit line to meet the Town's needs. This letter shall also list the name, email address and phone number of the manufacturer's representative, if applicable. This manufacturer's representative shall be available for contact by Town personnel.

If the proposer is a manufacturer of proposed product, the manufacturer is required to include with their proposal a letter stating they have financial stability and available credit with the respective mill or material provider, with which to support the required stock of four (4) months.

It is expected that the business and their team members have significant experience with these types of product. It is expected that the individuals overseeing and managing this project are professionals. The successful Vendor shall be considered and shall remain an independent contractor throughout the term of any contract awarded pursuant to this Solicitation.

The successful Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, temporary facilities, and all other facilities and incidentals necessary for performance and completion of the services outlined in this Solicitation. Vendors may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposal upon and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

The Procurement Officer reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items herein, either in part or whole, if they deem it to be in the best interest of the Town of Parker to do so.

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Town of Parker, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that has failed to attain or demonstrate compliance with any law, ordinance, Town regulation, or contract term or condition as may be provided for or required in any Town contract, or that may be deemed irresponsible or unreliable by the Procurement Officer.

2. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- Vendor Information Sheet
- Proprietary / Confidential Statement
- Sub-contractor List, if applicable
- Written warranty
- Colorado Secretary of State Registration document
- Superintendent / Customer Service Representative Contact Sheet
- Value of Orders requirement, if applicable
- Catalog Weblink

3. SCOPE OF WORK

➤ Screen-printing:

All clothing items listed herein will require some level of screen-printing as determined at time of order. All costs of providing said screen-printing are to be included in the unit price of the clothing item. The price is to include at minimum:

- Set-up charges
- Art work creation charges (if needed)
- Screen prints, tape, and discs which are to become the property of the Town upon conclusion
- Run-charges
- Re-run charges
- Ink charges
- Any miscellaneous charges that may result from this requirement

Failure to incorporate these costs and return the above listed items may result in termination of the contract.

➤ Logo / Branding Guidelines:

The successful Vendor shall comply with all requirements of the Town's Logo Guidelines.

➤ Stock Items:

All clothing items in this proposal are deemed by the Town as being "Stock Items".

The Town defines Stock Items as those garments which the manufacturer keeps common sizes, defined as S – 2XL, on the shelf for immediate shipment and delivery as well as available for mass consumption as demonstrated via existing vendor website and/or catalog. The Town requires all items proposed be Stock Items for the manufacturer line(s) proposed to ensure timely delivery to the Parker Parks and Recreation Department.

➤ Standard Items:

All commemorative items in this proposal are deemed by the Town as being "Standard Items".

The Town defines Standard Items as those products which the manufacturer stocks a large quantity on the shelf for immediate shipment and delivery as well as available for mass consumption as demonstrated via existing vendor website and/or catalog. The Town requires all items proposed be Standard Items for the manufacturer line(s) proposed to ensure timely delivery to the Parker Parks and Recreation Department.

➤ Ordering:

The Annual Purchase Order(s) that will result from the competitive solicitation process are established for the Parker Parks and Recreation Department to order items as needed. Every attempt to order large orders will be made by each coordinator, but it is anticipated that small orders may be necessary for supplemental items, replacements, etc. All vendor(s) providing pricing shall realize the department may order in a quantity

of One (1) in the unit of measure indicated, and if no unit of measure is indicated, may be ordering in eaches and shall NOT be bound to a case or minimum order quantity through the life of the contract.

The Town requires order placement within 24 hours or less after receipt of the order. Successful vendor(s) shall be required to acknowledge each order placed via email confirming items, model number, quantity, size, embellishments (if applicable), and estimated shipping date. Upon shipment, an email is to be sent to the Parks and Recreation Division designee with tracking information, and all orders must be received with a detailed packing slip.

It is the vendor's responsibility to notify the Division of any deviation to the Town's delivery requirements. If the above delivery requirement cannot be met, the ordering department/division shall be immediately notified so other options may be discussed and potentially avoid the service credits being assessed.

Any omissions as to the manufacturer's brand name, code or stock number, or style that is asked for shall be considered cause to reject any or all items on proposal if deemed to be in the best interest of the Town to do so.

➤ Reporting:

The successful vendor(s) shall be required to provide the following reports to the Parker Parks and Recreation Department Division:

- Proof of each Order Placed with Manufacturer
- Shipment Confirmation and Tracking Information
- Proof of each Backorder from Manufacturer, if applicable
- Proof of each Delivery for all items Prior to Payment by Town

Additionally, Management reports will be required; the successful vendor(s) must provide statistical information which details items, quantities, and total dollars expended on an annual report which details cumulative totals. The management report shall contain, but not be limited to, the following fields:

- Style Number
- Description
- Quantity of each item shipped for a given period
- Size of each item shipped for a given period
- Date ordered
- Date Shipped

➤ Pricing:

Unit price for each item proposed on shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

Pricing shall include a description of the proposed costs and prices. All pricing information shall be limited solely to the pricing section of your proposal. This section should address all requirements set forth in the solicitation as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, etc. The requirements have been developed to allow the Town to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this solicitation shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of the proposal. The Town will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The Town reserves the right to purchase part or the entire proposal.

4. EVENT SERIES

The list below includes, but may not be limited to, the events being held in 2017 by the Parker Parks and Recreation Department. While the first event listed will be held during the solicitation issuance, it is anticipated that this event will be held in 2018 as well. Pricing for all events listed below is expected. Any reference to a particular brand/type is for the Vendors guidance only.

1. Love 'Em or Leave 'Em Valentine's Day 5K/10K on Saturday, February 22, 2017
 - a. Long Sleeve Shirt. Multi-color front, one color back
 - i. ~600 shirts
 - ii. Used a Gildan Performance long sleeve shirt in 2016
2. Cattle Crossing 5K and Family Fun Trek on Saturday, June 3, 2017
 - a. Race related prizes for overall and top age group winners
 - i. ~25 items under \$10
 - ii. Did a running belt with pouch in 2016
 - b. Race related commemorative item for all participants
 - i. ~150 items
 - ii. Did a simple medal in 2016
3. Kids' TRY-athlon on Saturday, July 22nd 2017
 - a. Short sleeved T-shirt. Multi-color front, one color back
 - i. ~250 shirts. Mostly kids sizes, 20-30 adult sizes
 - ii. Used a Gildan Performance short sleeved shirt in 2016
 - b. Drawstring bag
 - i. ~225 bags, one color front
4. So Long To Summer 5K/10K & Family Fun Trek
 - a. Sport Tech shirt
 - i. ~400 shirts
 - ii. Used Sport Tek brand in 2016
5. Turkey Day 5K Fun Run and Walk on Thursday, November 23rd 2017
 - a. Commemorative item for all participants
 - i. ~1,200 items
 - ii. Did sport running low cut socks in 2016, basic woven gloves in 2015

5. EVALUATION CRITERIA

The evaluation committee will score Responses based on the following criteria:

- Delivery / Submittal Timelines
- Proposed Fee Schedule
- Quality of Products
- Variety of Products Offered
- Customer Service in addition to Location of Business/Warehouse Operations

6. RESPONSE FORMAT

Failure to respond in the required format or failure to provide required information may deem your submittal non-responsive.

To facilitate an effective evaluation process, responses must be submitted on 8.5 x 11 inch paper, double-sided pages, and all pages should be numbered in the following manner: page ___ of ___ pages. All acronyms in the response must be defined.

SUBMISSION OF OFFERS: ONE (1) hardcopy ORIGINAL, ONE softcopy (USB/CD) ORIGINAL and FOUR (4) HARDCOPIES, TOTAL OF FIVE (5) hardcopies and ONE (1) softcopy of each Offer must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Vendor's ability to perform the requirements of this Solicitation. Failure to submit the required number of copies may deem the vendor non-responsive.

The electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single electronic document.

- A. Provide response without reference to the Town of Parker logo or company logo
- B. Clearly label Original response
- C. Submit response in a tab format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. – Required Documentation section, Evaluation Criteria section, etc. as outlined on the Proposal Submittal Requirements page
- D. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead that:
 - a. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation
 - b. Provides, in brief concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project
 - c. Is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work
- E. Provide documentation that satisfies the Required Document Requirements
- F. Provide documentation that satisfies the criteria to be evaluated
- G. Provide the completed and signed Cover Sheet
- H. Addendum(s) Acknowledgement, if applicable
- I. Submission Form
- J. Pricing Forms
- K. Insurance Documentation
- L. Completed W9
- M. Additional Attachments, if applicable

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**Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
REQUEST FOR PROPOSAL #RFP-17-002
PRICING FORM**

Please complete the included Pricing Form Spreadsheet for this solicitation. Please do not alter the description lines or the information already provided in the spreadsheet as this may deem your company non-responsive and ineligible for submittal. Should you need to add lines, please do so at the bottom of the spreadsheet under "Omissions / Additional Information".



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

**REQUEST FOR PROPOSAL #RFP-17-002
PROPOSAL SUBMITTAL REQUIREMENTS**

To enable the Town to conduct a uniform review of the information submitted in response to this Solicitation, Vendors must address the following information in the following order, numbered to directly correspond with the number of the section below. The Town reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

- 1.0 COVER SHEET.** Include the completed Cover Sheet from this Request for Proposal.
- 2.0 COVER LETTER.** Completed and signed. Provide Vendor qualifications.
- 3.0 ADDENDUM(S).** Signed, if applicable.
- 4.0 SUBMISSION FORM.**
- 5.0 REQUIRED DOCUMENT REQUIREMENTS.**
- 6.0 EVALUATION CRITERIA DOCUMENTATION.**
- 7.0 PROPOSAL / RESPONSE.**
- 8.0 PRICING FORM.**
- 9.0 ADDITIONAL ATTACHMENTS.** If applicable.
- 10.0 INSURANCE DOCUMENTATION.**
- 11.0 W9.**
- 12.0 ANY ADDITIONAL INFORMATION.**

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Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

REQUEST FOR PROPOSAL #RFP-17-002

**SUPERINTENDENT / CUSTOMER SERVICE REPRESENTATIVE
CONTACT INFORMATION FORM**

It is a material requirement of the successful vendor(s) to provide seamless vendor support to the Parks and Recreation, specifically the Divisions. To achieve the seamless service and support, the successful vendor(s) shall provide a dedicated account manager/superintendent. This representative shall function in the capacity of a manager or executive to oversee the account and handle any and all disputes and problems. Secondly, a dedicated Customer Service representative shall be assigned to take all orders, inquiry's, questions, track the account, orders, backorders, payments, etc.

These persons shall be available to meet, locally OR via conference call, prior to contract commencement and on a quarterly basis, or as requested. All costs associated with providing the necessary customer service and support shall be the responsibility of the successful vendor(s).

These individual(s) must respond to the Department's inquiries within eight (8) working hours.

The name, email address and telephone number of each shall be provided below:

Account Manager: _____

Email Address: _____ Phone: _____

Customer Service Representative: _____

Email Address: _____ Phone: _____



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

REQUEST FOR PROPOSAL #RFP-17-002

VENDOR INFORMATION

1. VENDOR

- a. Legal Name of Company _____
- b. Business Name or DBA (if different) _____

2. ORDER ADDRESS

- a. Street Address _____
- b. City/State/Zip _____
- c. Online (website) _____

3. PAYMENT ADDRESS

- a. Street Address _____
- b. City/State/Zip _____

4. CONTACT INFORMATION

- a. Name/Title _____
- b. Telephone Number: (_____) _____
- c. Toll Free Number: (_____) _____
- d. Fax Number: (_____) _____
- e. Email Address: _____

5. TAXPAYER IDENTIFICATION NUMBER

6. OWNERSHIP STATUS (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Non-Profit | |

7. PRIMARY BUSINESS CLASSIFICATION

- | | |
|--|---|
| <input type="checkbox"/> Broker | <input type="checkbox"/> Retailer |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> Jobber | <input type="checkbox"/> Subcontractor (trades) |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Prime Contractor (trades) | <input type="checkbox"/> Other _____ |

8. OFFICERS, OWNERS, PARTNERS

- Name/Title _____
- Name/Title _____
- Name/Title _____

9. **COMPANY PROFILE**

- a. Date Firm Was Established _____
- b. Under the Laws of What State _____
- c. Number of Employees _____
- d. Approximate Yearly Sales Volume _____

10. **PRIMARY PLACE OF BUSINESS**

- Home
- Office Building
- Office Complex
- Office/Warehouse
- Warehouse
- Other _____

11. **STAFF EXPERIENCE** (key members of your company's staff who will be assigned to this project)

- a. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- b. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- c. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- d. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- e. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____

12. **REFERENCES** (customers similar to the Town of Parker to whom services similar in size and scope have been provided)

- a. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- b. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- c. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- d. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- e. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____

- 13 **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?
___ Yes ___ No
14. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?
___ Yes ___ No
15. **PURCHASE ORDERS.** Do you accept purchase orders?
___ Yes ___ No
16. **CREDIT CARDS.** Do you accept credit cards?
___ Yes ___ No
17. **INFORMATION** (if you answer "yes" to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).
- a. In the past five years, has there been any change in ownership of your company?
___ Yes ___ No (if "yes," attach explanation labeled 17a)
 - b. In the past five years, has your firm operated under any other name?
___ Yes ___ No (if "yes," attach explanation labeled 17b)
 - c. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?
___ Yes ___ No (if "yes," attach explanation labeled 17c)
 - d. In the past five years, has your firm been in bankruptcy?
___ Yes ___ No (if "yes," attach explanation labeled 17d)
 - e. In the past five years, has your firm been assessed and paid liquidated damages?
___ Yes ___ No (if "yes," attach explanation labeled 17e)
 - f. In the past five years, has your firm, or any firm with which your company's officers, owners or partners are associated, been barred, disqualified, removed or otherwise prevented from bidding on, or completing for any government project for any reason?
___ Yes ___ No (if "yes," attach explanation labeled 17f)
 - g. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?
___ Yes ___ No (if "yes," attach explanation labeled 17g)
 - h. In the past five years, has any claim against your firm concerning your firm's work on a project been filed in court or arbitration?
___ Yes ___ No (if "yes," attach explanation labeled 17h)
 - i. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
___ Yes ___ No (if "yes," attach explanation labeled 17i)
 - j. Has your firm, or any of its officers, owners or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
___ Yes ___ No (if "yes," attach explanation labeled 17j)

- k. Has your firm, or any of its officers, owners or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?
 Yes No (if "yes," attach explanation labeled 17k)
- l. Has your firm, or any of its officers, owners or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No (if "yes," attach explanation labeled 17l)
- m. In the past five years, has any surety company made any payments on your firm's behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf?
 Yes No (if "yes," attach explanation labeled 17m)
- n. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?
 Yes No (if "yes," attach explanation labeled 17n)
- o. Have you ever had insurance terminated by a carrier?
 Yes No (if "yes," attach explanation labeled 17o)
- p. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?
 Yes No (if "yes," attach explanation labeled 17p)
- q. In the past five years, has OSHA cited and assessed penalties against your firm?
 Yes No (if "yes," attach explanation labeled 17q)

18. Licenses. Does your company have current and valid licenses for the services being requested? Please provide copies.

Yes No (if "yes," attach licenses labeled 18)

19. Certification. The undersigned hereby affirms (1) that he/she is a duly authorized agent of the vendor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the vendor's proposal.

- a. Printed Name: _____
 - b. Printed Title: _____
 - c. Firm Name: _____
 - d. Address: _____
 - e. City, State, Zip: _____
 - f. Telephone: _____
 - g. Fax: _____
 - h. E-mail: _____
- Authorized Representative's Signature _____

Attach all requested exhibit items to the end of this document by staple or binding and clearly label each exhibit with the corresponding question number.



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

REQUEST FOR PROPOSAL #RFP-17-002
PROPRIETARY / CONFIDENTIAL STATEMENT

'I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of Colorado Open Records Act CRS 24-72-201 et seq., as amended, and that:

_____ None of this submittal is considered proprietary and/or confidential

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Colorado Open Records Act/Government Code):

Code:

Reason:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

General reference to Freedom of Information Act (FOIA) or Colorado Open Records Act (CORA) is not sufficient justification.

I/We acknowledge that the above statements may be subject to legal review and challenge.'

Signature below indicates that applicant has read all the information provided above and agrees to comply in full. This addendum is considered as a section of the Request for Proposal, RFP-16-005 and therefore, this signed document shall become consideration and fully submitted with the original package.

Authorized Representative's Signature

Date

Printed Name

Title

Company Name



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
REQUEST FOR PROPOSAL #RFP-17-002
NO BID STATEMENT

The Town of Parker values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Town of Parker
 Attn: Traci L. Gorman, CPPO, CPPB
 RFP-17-002
 20120 East Mainstreet
 Parker, CO 80138

Specifications too "strict" (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

Specifications are unclear. Please explain.

- We are unable to meet specifications
- Insufficient time to respond to the solicitation
- Our schedule would not permit us to perform within the required time
- We are unable to meet insurance and/or bonding requirements
- We do not offer this product or service

PRINT OR TYPE YOUR INFORMATION

Company Name: _____ Fax: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Authorized Representative's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
REQUEST FOR PROPOSAL #RFP-17-002
SUBMISSION FORM

SUBMISSION: Please address your submittal envelope/box as follows to help facilitate proper delivery:

Town of Parker
Finance Department – Purchasing Division
20120 East Mainstreet
Parker, CO 80138

Attn: Traci L. Gorman, CPPO, CPPB
Procurement Officer
RFP-17-002

Vendor shall check (✓) to confirm that the following documentation has been submitted:

- Signed Cover Sheet from this Solicitation, ALL signatures must be in blue ink
- An original hardcopy, one original softcopy and four hardcopies of the proposal
- Vendor Information Form
- Proprietary / Confidential Statement
- Signed copies of any addenda issued regarding this Solicitation
- Insurance Documentation
- W9 Documentation

Does your offer comply with all of the terms and conditions (yes___ no___)? If not, indicate exceptions.

Does your offer meet or exceed all of the specifications (yes___ no___)? If not, indicate exceptions.

State percentage of prompt payment discount, if offered: _____% _____ days

State when delivery can be made: _____

Vendor's response to the following questions will not be considered in awarding this Solicitation.

The Town of Parker actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the Town of Parker would not be a legally binding party to any contractual agreement made between any other agency and the Vendor as a result of this Solicitation. **May other units of government avail themselves of this contract and purchase any and all items specified (yes ___ no ___)?**

Likewise, in an effort to support its local businesses, the Town of Parker hereby requests that said businesses be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each business would establish its own contract, issue its own orders, be invoiced therefrom and make its own payments. Unlike the Town and other agencies of government, businesses would be subject to applicable taxes for their purchases. The Town of Parker would not be a legally binding party to any contractual agreement made between any business and the Vendor as a result of this Solicitation. **May Parker businesses avail themselves of this contract and purchase any and all items specified (yes ___ no ___)?**

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Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

REQUEST FOR PROPOSAL #RFP-17-002

**ATTACHMENT 1 – SAMPLE PROFESSIONAL SERVICES
AGREEMENT**

The Sample Professional Services Agreement is included in this solicitation for information and reference purposes only. It is the responsibility of the Vendor to have this document reviewed by their Legal Department prior to submitting a proposal.

Following the determination of award, the Town of Parker and the successful Vendor will execute this document to consummate a contract between the parties. The Solicitation and the Vendor's Offer will be attached and incorporated as part of the contract.

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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																																																																
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(E))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Consultant").

RECITALS:

A. The Town requires professional services for [_____] (the "Project").

B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No Project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services. Any reuse of the Consultant's documents is at the Town's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed _____ Dollars (\$_____). Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant 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, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. Indemnification – General. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, officials, officers, directors, agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages resulting from the negligence of the Town's mayor and town council, officials, officers, directors, agents, and their insurers, and employees. The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate

or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

B. Indemnification for Professional Negligence. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to defend, indemnify or hold harmless the Town for the negligent acts of the Town, its mayor or town council, or any of its officials, officers, directors, agents and employees.

C. Indemnification – Costs. The Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. The Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees, the Town shall reimburse the Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees.

X. INSURANCE

A. The Consultant agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. The Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant, as determined by the Risk Manager.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph. *[Ask Cindy for the waiver form/only for sole proprietor.]*

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period. The policy shall contain a severability of interests provision.

3. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement. *[Keep this for architects and engineers, but not for recreation or service contracts. IF DELETED, please delete reference in paragraph 5.]*

4. Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the Agreement by the Consultant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the Town's Protective Liability Policy, to be provided by the Consultant, as described in this Section B., shall be increased to the same limits as described above for the Consultant's Commercial General Liability Insurance. *[Keep this for architects and engineers, but not for recreation or service contracts.]*

5. The policy required by Paragraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to the policy required by

Paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and **shall be reviewed and approved by the Town prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town thirty (30) days prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 East Mainstreet
Parker, Colorado 80138

7. It is the affirmative obligation of the Consultant to notify the Town's Risk Manager, as provided in this Agreement, including faxing (fax no. 303-841-4814) or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

8. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town 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 Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

9. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10. The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. NONDISCRIMINATION

Consultant will take affirmative action to not discriminate against any employee, applicant or subconsultant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

XVIII. ENTIRE AGREEMENT

This Agreement, along with the attached Exhibits A, B and C, is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Parker
Attn: _____
20120 East Mainstreet
Parker, Colorado 80138

Consultant: _____
Attn: _____

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor [IF \$100K & OVER]
G. Randolph Young, Town Administrator [IF \$50-\$99,999K]
Department Director [IF UNDER \$50K]
[PICK ONE, DELETE THE OTHERS, thank you and have a nice day.]

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

APPROVED AS TO FORM AND SUFFICIENCY
AS TO SECTIONS IX AND X:

Steve Bedard, Risk Manager

CONSULTANT:

By: _____
_____ [name/title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL _____
Notary Public

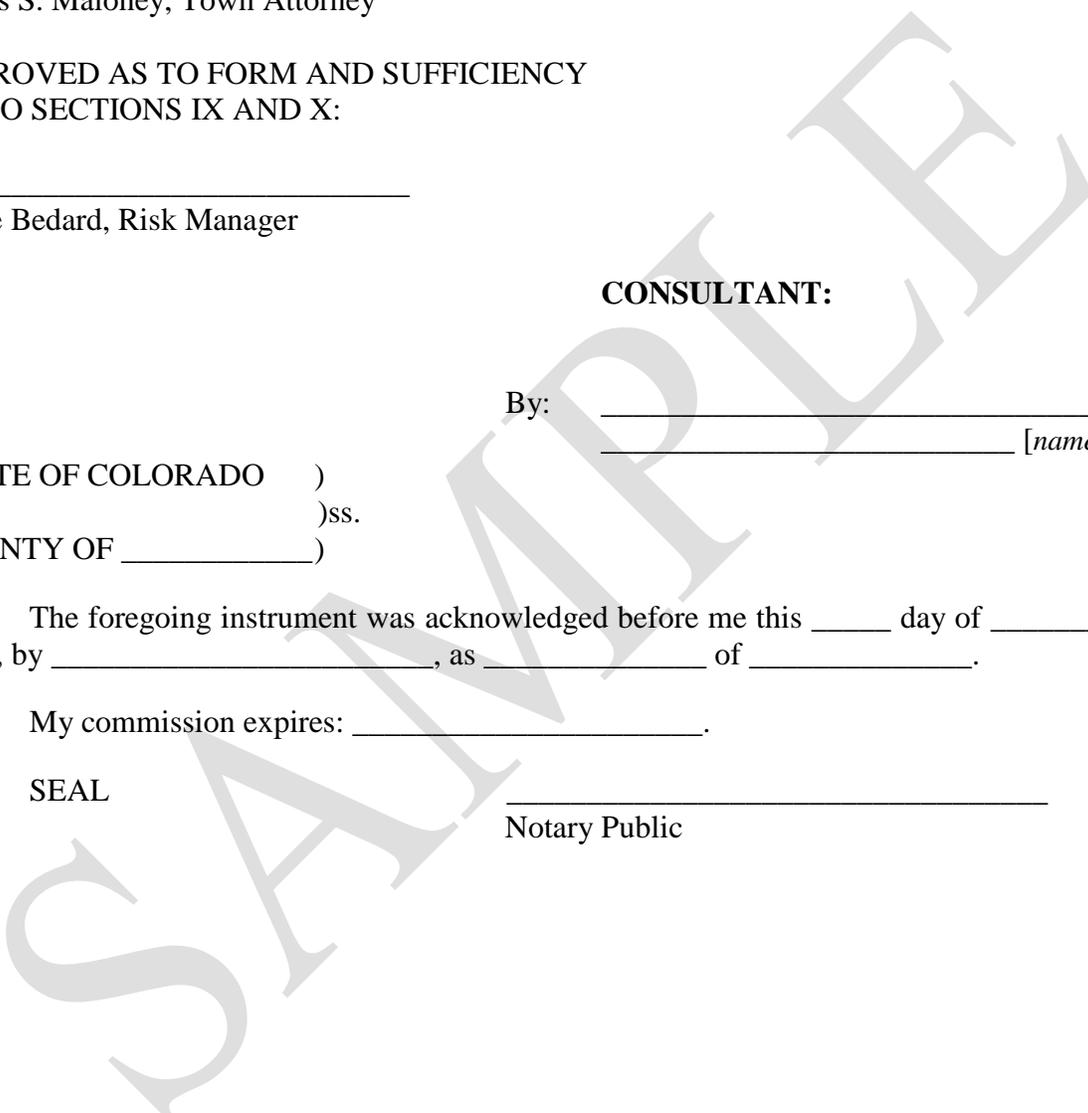


EXHIBIT A

Scope of Services

SAMPLE

EXHIBIT B

Compensation

SAMPLE

EXHIBIT C
Special Provisions Required by HB 06-1343

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.