

# REQUEST FOR PROPOSALS

## Cover Sheet



welcome neighbors.

**Date of RFP Issuance:**  
**Project Number:** 23-006  
**RFP Title:** 2023 Audit Services  
**Proposals Due:** September 8, 2023, 4:00 p.m., Local Time  
**Submit Proposals to:** [RFP Submission Form](#)  
**For Additional Information Please Contact:** Danette Ruvalcaba Director of Finance  
(303) 644-3249 Ext. 1021  
Email: [druvalcaba@bennett.co.us](mailto:druvalcaba@bennett.co.us)

**Documents Included in This Package:**  
RFP Cover Sheet  
Project Background and Specifications  
RFP Instructions  
Terms and Conditions  
Special Terms and Conditions  
Pricing Form  
Submission Form  
Substitute Form W-9  
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer 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

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

## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

The Town of Bennett (“Town”) desires to solicit proposals from interested firms or persons to prepare financial statements and audit the financials for the fiscal year ending December 31<sup>st</sup>, 2023, with the option of preparing financial statements and auditing the financials in subsequent years (“Project”). The firm must be certified and qualified to audit municipal governments. These audits are to be performed in accordance with generally accepted auditing standards, the Colorado Local Government Audit Law, C.R.S. § 29-1-601 et. seq., the standards set forth for financial audits in the U.S. General Accounting Office’s (GAO) Governmental Auditing Standards and the provisions of the federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-128 Audits of the State and Local Governments (“Project”). This document sets forth general information and requirements for persons and firms (“Proposers”) interested in submitting “Proposals” in response to this Request for Proposals (“RFP”).

### II PROJECT DESCRIPTION

#### A. Name and Telephone Number of Contact Person

The Auditor’s principal contact with the Town will be Danette Ruvalcaba, Director of Finance, 303-644-3249 ext. 1021.

#### B. Background Information

The Town of Bennett is a statutory town located in both Adams and Arapahoe Counties. The Town is governed by a Board of Trustees elected for four-year terms. Bennett was incorporated on September 25, 1929.

More detailed information on the government and its finances can be found in the 2023 Budget document and/or the Audited Financial Statements for the year ended December 31, 2021, or 2022. These documents are available on the Town’s website [www.TownofBennett.Colorado.gov](http://www.TownofBennett.Colorado.gov).

#### C. Fund Structure

The Town uses the following fund types and account groups in its financial reporting:

#### D. Fund Type

\* Governmental, including General, Conservation Trust, Sales Tax Capital Improvement, and Road and Bridge. (13 Funds)

\* Business Type Activities-Enterprise Funds, including Water and Wastewater. (4 Funds)

#### E. Budgetary Basis of Accounting

The Town prepares budgets for governmental fund types on the modified accrual basis of accounting adjusted to accrued compensated absences. Budgets for proprietary funds and non-expendable trust funds are prepared on the accrual basis modified to include debt service principal payments and capital expenditures and to exclude depreciation and amortization and adjustments for accrued compensated absences.

#### **F. Federal and State Financial Assistance**

A single audit maybe required in 2023 and subsequent years.

#### **G. Component Units**

The Town has one component unit, the Antelope Hills General Improvement District

### **III SCOPE OF WORK**

#### **A. General**

The Town is soliciting the services of qualified certified public accounting firms to audit and its financial statements for the year ending December 31, 2023, with the option to audit the Town's financial statements for subsequent years. These audits are to be performed in accordance with provisions contained in this request for proposals and in compliance with the Town's Financial Policy.

#### **B. Services**

The Town is soliciting a firm to:

1. Audit the financial statements of the Town's governmental and business-type activities, each major fund, and the aggregate remaining fund information in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards and express an opinion as to the compliance of these statements with generally accepted accounting principles.
2. Prepare, edit, and print the financial statements, notes, and all required supplementary schedules and statistical data.
3. Issue a report in accordance with Government Auditing Standards on the Town's internal control over financial reporting and results of testing regarding the Town's compliance with provisions of laws, regulations, contracts, grant agreements, and/or other matters.
4. The auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

### **C. Auditing Standards to be Followed.**

To meet the requirements of this request for proposals the audit shall be performed in accordance with generally accepted audits in the U.S. General Accounting Office's (GAO) Governmental Auditing Standards and the provisions of the federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-128 Audits of State and Local Governments. If applicable, the audit may also include testing or reviews as necessary to conform to Federal single audit requirements and in accordance with government auditing standards and procedures issued by the Comptroller General of the United States of America.

It is contemplated that the auditing firm will express an unqualified opinion on the financial statements. If during the performance of the audit, it appears probable that an unqualified opinion cannot be issued, the auditing firm will promptly notify the Director of Finance, in writing, stating all matters which preclude the issuance of an unqualified opinion. Additionally, the auditor shall directly contact the Director of Finance should any concerns arise during the audit process which would warrant such contact.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to the Town Administrator and Town Board, which shall be referred to in the reports on internal controls. Any changes noted by the auditors that would improve the efficiency of the Town's operations shall be included in a letter to the Town Administrator and Town Board.

The auditors shall be required to make an immediate, written report on all irregularities and illegal acts or indications of illegal acts to the Town Administrator and the Town Board as well as any required oversight body or grantor.

### **D. Reporting Requirements**

1. A report of examination of the financial statements stating the scope of the examination and that the audit was performed in accordance with generally accepted auditing standards (or any other appropriate standards, rules, or regulations). This report must include an opinion as to whether the statements conform to generally accepted accounting principles. A signed copy of the opinion plus a signed electronic copy will be required by the Town. (Additional bound copies of the complete report may be required.)
2. If a single audit is required, a report on internal control and compliance in accordance with the standards for financial and compliance audits contained in the Standards of Audits of Government Organizations, Programs, Activities, and Functions issued by the U.S. General Accounting Office and the Single Audit Act of 1984 (as amended in 1996) provisions of OMB circular A 133 (as revised) (or any other appropriate standards, rules, or regulations). Findings of ineligible expenditures must be represented in enough detail for Town management to be able to clearly understand them. A signed copy of the opinion plus a signed electronic copy will be required by the Town.
3. A letter to management containing comments on compliance, recommendations for improvements, and any other comments deemed pertinent by the auditors and recommendations affecting the financial statements, internal control, accounting, accounting

systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters. A signed copy of this letter, plus a signed electronic copy will be required by the Town.

4. The firm is requested to make a formal presentation on the audit by the partner in charge of the audit (or other audit staff as approved by the Director of Finance) to Town Board which is normally during a regularly scheduled Town Board meeting as dictated in the Town's Financial Policy.

#### **E. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained at the auditor's expense for a minimum of five (5) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor shall be required to make working papers available upon request to the Town as part of an audit quality review process.

In addition, the firm shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters on continuing accounting significance.

### **IV FIRM'S QUALIFICATIONS**

The successful firm will be a firm with considerable experience in local government auditing. The firm will have sufficient depth of staff to provide technical expertise in related advisory areas, including taxation and internal control. The firm will have the ability to provide consulting services in a variety of areas which may be arranged through separate engagements.

**A. Audit Personnel:** The successful firm will assign personnel to the engagement that has considerable expertise in local government auditing. The firm will have low turnover, so that staffing is consistent from year-to-year. Audit staff will receive sufficient training to keep apprised of current governmental accounting issues.

**B. Approach to Audit:** A planning conference will be held between the audit firm and Town Finance staff prior to the start of fieldwork each year. This conference should include the discussion of key audit issues, audit staffing, Town staffing, scheduling and dates for audit work, audit work papers and any other areas of concern by either party. Communication of the status of the audit through periodic meetings or other means during and after the completion of fieldwork is required. An exit conference will be conducted at the completion of the audit each year to discuss and plan around any problems that occurred during the audit.

#### **C. References:**

The successful firm will provide references from communities of a similar size. The firm will clearly express what it needs from the Town and provide the Town with sufficient time to provide materials and data. The firm will have a mechanism for promptly apprising the Director of Finance of issues arising during the course of an audit. The firm will advise the Director of Finance of compliance comments and recommendations for improvements during the course of performing fieldwork. Compliance comments and recommendations for improvement will be provided to the Director of

Finance in final form within ten days of notation and must be resolved through discussion with the Director of Finance prior to close of field work. Any comments contained in the Management Letter will provide sufficient background, detail and documentation of fact to support each finding and to enable the Town to undertake corrective action without need for further consultation. The Town expects that comments and recommendations contained in the Management Letter will incorporate the reply of Town management for each finding.

The successful firm will provide all services indicated in this RFP within the time frame agreed upon by the Town.

#### **V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

The Town will be available during the audit to assist the audit firm. Currently the Town has a Finance Director, an Accounting Manager, Accounting Clerk and a Utility Billing Clerk. Due to the limited staff the assistance provided from the Town will be limited. Therefore, the auditing firm will need to gain access to Town software to access required documentation. This will include but is not limited to:

- Yooz, invoice approval software.
- Caselle, accounting and utility billing software.
- Chase Bank-main operating account.
- Paylocity, payroll and time management.
- RMMI, document retention software.

The Town's Director of Finance will coordinate the audit process and will be available to explain the Town's various systems. Systems documentation will be the responsibility of the audit firm. The Town has no internal audit staff.

The Town will prepare working trial balances, an accounts payable list, bank reconciliations, investment reconciliations, fixed asset records, and reconciliations of other asset and liability accounts. Any additional schedules that the audit firm would like Town staff to provide should be identified in the firm's proposal.

The Town will provide all reasonable assistance to the selected firm and will respond promptly to requests for information, provide all necessary books and records, and provide the physical facilities needed for the audit engagement.

The Town will provide the auditor with reasonable workspace. The auditor will also be provided access to telephones, photocopying, internet, and FAX machine facilities.

#### **IV PROJECT SCHEDULE**

Anticipated milestones for the Project are as follows:

Begin Audit: April 11, 2024

Draft due to Town: May 23, 2024

Town Review and MD&A Due: June 8, 2024

Final Report Due: June 15, 2024  
Presentation to the Town Board: June 25, 2024  
Audit due to State: June 30, 2024

## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to Danette Ruvalcaba, druvalcaba@bennett.co.us no later than five (5) days before Proposals are due. Non-technical inquiries may be directed to Danette Ruvalcaba, 303-644-3249 x1021.

### II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

### III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
  - i. General firm information including length of time in business
  - ii. Resumes of key project personnel and percent of team that is local
  - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.

7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)
9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

**IV INSTRUCTIONS FOR SUBMITTING PROPOSAL**

One (1) copy of the Proposal shall be submitted via the [RFP Submission Form](#):

Proposals received after the Proposal deadline shall be considered non-responsive.

**V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.**

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a six-month period following the withdrawal.

**VI EVALUATION CRITERIA**

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed pricing
4. Ability of the Proposer to provide quality and timely services and products

**VII ANTICIPATED SCHEDULE**

The following activities and dates are just a tentative outline of the process to be used by the Town.

August 9, 2023	Issue Request for Proposal
September 8, 2023	Proposal Submittal Deadline
September 11, 2023	Bid Opening
September 15, 2023	Firm Interviews Begin
October 15, 2023	Firm Interviews End
October 31, 2023	Award Notification
October 24, 2023	Award Contract





## TERMS AND CONDITIONS

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- 1. Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
- 2. Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town. The Town reserves the right to determine, in its sole discretion, whether any Proposal meets the needs or purposes intended and is within the approved budget. The Town does not base its award on price alone. Also, to be considered are: quality of services; past experience with the Proposer; qualifications of the Proposer and/or subcontractors; services offered; equipment capability; maintenance considerations; long-range costs, delivery; and similar criteria.
- 3. Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
- 4. Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
- 5. Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
- 6. Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both

general liability and errors and omissions.

7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.
8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal 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. A Proposal 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, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age 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.

## SPECIAL TERMS AND CONDITIONS

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**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Responses will only be considered from Proposers that have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer 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 Proposer 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 Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Proposer(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, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**PRICING FORM**

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**I PRICING (FOR EACH PARTICIPANT)**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			<b>Total</b>		<b>\$0.00</b>

Not to Exceed Total:

**SUBMISSION FORM**

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
ATTN: Purchasing  
207 Muegge Way  
Bennett, CO 80102

Attn: Person in Charge  
Title  
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions. YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions. YES / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_

State total bid price with discount \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**

**SUBSTITUTE FORM W-9  
REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION**  
(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_

**1 NAME OF FIRM:**

\_\_\_\_\_  
NAME (Legal Name)

\_\_\_\_\_  
BUSINESS NAME (If different from above e.g. DBA)

**2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**  
(if different from above):

\_\_\_\_\_  
NAME (As it appears on invoice)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125  
By mail Town of Bennett  
ATTN: Danette Ruvalcaba  
207 Muegge Way  
Bennett, CO 80102

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
OR  
Federal Identification Number \_\_\_\_\_-\_\_\_\_\_

Name of Business Owner (please print) \_\_\_\_\_

Check Appropriate Box:

- Corporation                       Partnership                       Government  
 Individual/Sole Prop                       Non-Profit Organization                       Other

(Must explain)

<p><b>CERTIFICATION</b> Under penalties of perjury, I certify that:</p> <ul style="list-style-type: none"><li>(1) The number shown on this form is my correct Tax Identification Number, and</li><li>(2) I am not subject to backup withholding.</li><li>(3) I am a US person (including a US resident alien)</li></ul> <p>Signature _____ Date _____</p> <p>Print Name _____</p> <p>Telephone Number (     )</p>
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**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Merchandise Only               | <input type="checkbox"/> Services        | <input type="checkbox"/> Attorney     |
| <input type="checkbox"/> Employee expense reimbursement | <input type="checkbox"/> Contract Labor  | <input type="checkbox"/> Non Attorney |
| <input type="checkbox"/> Garnishment / Child Support    | <input type="checkbox"/> Other (Explain) |                                       |
| <input type="checkbox"/> Damage awards & other reimb    | <input type="checkbox"/> Sale of Land    |                                       |

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date



## SAMPLE AGREEMENT

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### AN AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND \_\_\_\_\_ FOR CONSULTING SERVICES

#### 1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and \_\_\_\_\_, a \_\_\_\_\_ hereinafter referred to as the “Consultant”.

#### 2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing \_\_\_\_\_ services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

#### 3.0 SCOPE OF SERVICES

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

#### 4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- 5.1 The Town designates \_\_\_\_\_ as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by \_\_\_\_\_ and such person's designees.
- 5.2 The Consultant designates \_\_\_\_\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly \_\_\_\_\_, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

- 6.1 The term of this Agreement shall be from the Effective Date to \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND

DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Town of Bennett under this Agreement.

- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the 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.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and

demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, if the Services are for architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the Consultant's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant's liability or fault. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## 9.0 QUALITY OF WORK

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

## 10.0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the Town.
- 10.2. Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the Town.
- 10.3. Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The Town will not provide training or instruction to Consultant or any of its

employees regarding the performance of the Services hereunder.

- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the Town.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Town.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct.

#### **11.0 ASSIGNMENT**

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

#### **12.0 DEFAULT**

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

#### **13.0 TERMINATION**

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

#### **14.0 INSPECTION AND AUDIT**

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

#### **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

**16.0 ENFORCEMENT**

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

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

**17.0 COMPLIANCE WITH LAWS**

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

**18.0 INTEGRATION AND AMENDMENT**

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

**19.0 NOTICES**

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

If to the Town:  
Town of Bennett  
Attn: Town Manager  
207 Muegge Way  
Bennett, CO 80102  
Telephone: (303) 644-3249  
Fax: (303) 644-4125  
Email: [tstiles@bennett.co.us](mailto:tstiles@bennett.co.us)

If to the Consultant:  
\_\_\_\_\_  
\_\_\_\_\_

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

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

## **21.0 NO THIRD PARTY BENEFICIARIES**

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

## **22.0 SUBCONTRACTORS**

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

## **23.0 AUTHORITY TO BIND**

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

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

TOWN OF BENNETT,  
a Colorado Municipal Corporation

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Town Clerk

CONSULTANT:  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit A – Scope of Services**

**[Insert Scope of Service(s)]**

**EXHIBIT B**

**{Insert Consultant Service Pricing}**