

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 7/6/2021
Project Number: 21-006
RFP Title: **Audit Services**
Proposals Due: August 19, 2021, 4:00 p.m., Local Time
Submit Proposals to: **druvalcaba@bennett.co.us**

Town Hall, 207 Muegge Way
Bennett, CO
80102-7806

For Additional Information Please Contact: Danette Ruvalcaba, Director of Finance
(303) 644-3249 Ext. 1021
Email: **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.

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

PROJECT BACKGROUND AND SPECIFICATIONS

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 31st, 2021, 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. 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 2021 Budget document and/or the Audited Financial Statements for the year ended December 31, 2019, or 2020. These documents are available on the Town's website www.TownofBennett.Colorado.gov.

C. Fund Structure

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

Fund Type

* Governmental, including General, Conservation Trust, Sales Tax Capital Improvement, and Road and Bridge. (12 Funds)

* Business Type Activities-Enterprise Funds, including Water and Wastewater. (5 Funds)

D. 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.

E. Federal and State Financial Assistance

The Town was required to have a single audit for the year ended December 31, 2018. It will likely not require a single audit in 2021.

F. 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, 2021, 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.

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.

ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

The Town will be available during the audit to assist the audit firm by providing information, documentation, explanations and agreed upon schedules. The firm will provide a list of confirmations and will provide an example format from which the Town will prepare the letters.

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, debt worksheets, 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 anticipates that substantially all schedules will be completed by the start of the interim and year-end fieldwork, as appropriate.

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. All Town records must be audited on site.

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

V PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

Begin Audit: November 1, 2021

Draft due to Town: April 15, 2022

Town Review and MD&A Due: April 30, 2022

Final Report Due: May 13, 2022

Presentation to the Town Board: May 24, 2022

Audit due to State: June 30, 2022

RFP INSTRUCTIONS

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.

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:

- C. 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
- D. Proposed Project team including Project Administrator and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
- E. 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.
- F. 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.
- G. Proposed schedule to complete the Project.
- H. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
- I. Signed copy of the cover page of this RFP (page 1 of this RFP)
- J. Completed Pricing Form (form attached)

- K. Completed Submission Form (form attached)
- L. Completed Sample W-9 (form attached)
- M. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett
Attn: **Danette Ruvalcaba**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: **druvalcaba@bennett.co.us**

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 20 MB. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

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.

July 6, 2021	Issue Request for Proposal
August 19, 2021	Proposal Submittal Deadline
August 23, 2021	Bid Opening
September 30, 2021	Award Notification
September 30, 2021	Award Contract

TERMS AND CONDITIONS

- 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.
- 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, state or federal government, 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

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which 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.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

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.

JOINT VENTURES ARE ENCOURAGED. The Proposer 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 Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

PRICING FORM

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
			Total		\$0.00

Not to Exceed Total:

SUBMISSION FORM

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

TOWN, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

STREET ADDRESS

TOWN, 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)

CERTIFICATION
Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature _____
Date _____

Print Name _____

Telephone Number () _____

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:

- Merchandise Only Services Attorney
- Employee expense reimbursement Contract Labor Non Attorney
- Garnishment / Child Support Other (Explain)
- Damage awards & other reimb Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND _____

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and _____[**contractor name**]__, a Colorado _____[contractor business entity]__, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the 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. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No 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.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable 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 Contractor 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 and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates _____[staff member]_, _____[staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates _____[Contractor's project Administrator's name]_ as its project Administrator and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be _____[start date]_, 20__ to _____[end date]_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. 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.

7.0 INSURANCE

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the 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 ONE MILLION DOLLARS (\$1,000,000) 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) 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 Contractor'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 Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the 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 Contractor 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 the contract, 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 Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor 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 contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 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 Contractor 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 such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys'

fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor'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

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the 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

- a) 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.

- b) 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 Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the 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. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

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. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Contractor 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.

17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

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 Administrator
207 Muegge Way
Bennett, CO 80102
Telephone: (303) 644-3249
Fax: (303) 644-4125

If to the Contractor:

__ [Contractor name] _____
__ [Contact person] _____
__ [address] _____
__ [Town, state, zip] _____
Telephone: _____
Fax: _____

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.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

**Town of Bennett Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: _____
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 20__.

Prospective Contractor _____

By: _____

Title: _____

State of Colorado

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Certification was acknowledged before me this _____ day of _____, 20__, by [Name] _____, for [Company Name] _____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public