

# REQUEST FOR PROPOSALS

Cover Sheet



**Date of RFP Issuance:** November 11, 2020  
**Project Number:** 20-012  
**RFP Title:** **Town of Bennett Business Support and Recruitment Strategy**  
**Proposals Due:** December 11, 2020, 4:00 p.m., Local Time  
**Submit Proposals to:** **Steve Hebert**

Town Hall, 207 Muegge Way, Bennett, CO 80102-7806  
**For Additional Information Please Contact:** Steve Hebert  
(303) 644-3249 Ext. 1030  
Email: **shebert@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 draft a Business Support and Recruitment Strategy for the Town of Bennett ("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

Located at the interchange of I-70 and CO Highway 79, the Town of Bennett is poised for significant residential growth. Several major homebuilders are either currently developing new residential neighborhoods or finishing up the entitlement process and ready to break ground soon.

Because of its location on I-70, Bennett's existing businesses have historically served a market area much larger than just the Town's immediate population of approximately 3,000. However, much of our knowledge of the market area is anecdotal. We believe the market area extends several miles in all directions because of the Town's convenient accessibility. To ensure we can support and retain our existing businesses and, at the same time, recruit new businesses and employers, we need to better understand the socioeconomic characteristics and needs of the existing market as well as the new demand created by a growing population. The Town has always been committed to supporting our existing businesses through a variety of services and incentive programs, including recent Covid-19 support programs. We want to make sure those programs are effective and find out if there are other ways to support our local businesses to maintain and improve their resilience, competitiveness, and viability. Also, as our population grows and new residents demand more diverse shopping opportunities and services, we want to be in a position to tell our story and effectively recruit new businesses to fulfill that demand. Finally, the vast majority of Bennett's labor force commutes to other communities in the Denver Metro area. We want to explore effective strategies to expand our employment base with more high-quality jobs.

This project will focus on three major elements, including a Market Analysis, an Existing Business Outreach and Support Program, and a New Business and Employer Recruitment Strategy.

Expected outcomes include:

1. A better understanding of our existing business environment, including strengths, weaknesses, opportunities, and threats
2. A data-driven analysis of our existing and future market area
3. Identification and reaffirmation of target businesses and service providers
4. Improved business support programs for existing businesses
5. A more diverse and resilient local economy, with a strong existing business foundation and a way-forward to recruiting new retail businesses, service providers, and employers.
6. A great community in which to live, work and play.

Expected deliverables include:

1. SWOT Analysis of the Local Business Community
2. Market Analysis of our Retail and Service Sectors, both Current and Projected
3. Branding and Marketing Materials
4. Existing Business and Outreach Support Program and Strategy
5. New Business and Employer Recruitment Program and Strategy

### III SCOPE OF WORK

This project will focus on three major elements, including a Market Analysis, an Existing Business Outreach and Support Program, and a New Business and Employer Recruitment Strategy.

Although we will depend on the Consultant to refine the basic steps and key activities, we anticipate the following:

1. Outreach to stakeholders, including elected and appointed officials, members of the Bennett Business Advisory Committee, existing business representatives, landowners, developers and brokers. The intent will be to refine our project goals and objectives and initial identification of target retail and service categories.
2. Finalize scope of work
3. SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis of the existing business environment.
4. Data collection and analysis of the current and projected market
5. Retail gap analysis
6. Recommendations to support the existing business community
7. Development of a recruitment strategy
8. Identification of retailers, personal and professional service providers, as well as health and wellness providers
9. Identify marketing and branding needs and opportunities
10. Creation of economic development marketing materials and reports
11. Presentations of the draft and final products to elected officials, residents and the business community
12. Ongoing representation (optional) Please provide associated fees.

### IV PROJECT MILESTONES

Anticipated milestones for the Project are as follows:

November 11, 2020	Issue Request for Proposal
December 11, 2020	Proposal Submittal Deadline
December 14, 2020	Bid Opening
January 13, 2021	Award Notification
January 25, 2021	Award Contract
August 1, 2021	Project Completion

## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

All technical and non-technical inquiries regarding this RFP shall be made in writing to **Steve Hebert, Planning and Economic Development Manager**, [shebert@bennett.co.us](mailto:shebert@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:

1. Statements of Qualifications including:
  - a. General firm information, including the length of time in business
  - b. Proposed Project team, including project manager and proposed subcontractors (if any) resumes and location. Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
  - c. Key project personnel availability and contribution toward project.
2. 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.
3. 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.
4. Proposed schedule to complete the project.
5. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
6. Signed copy of the cover page of this RFP (page 1 of this RFP)
7. Completed Pricing Form (form attached)
8. Completed Submission Form (form attached)
9. Completed W-9
10. 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: **Steve Hebert, Planning and Economic Development Manager**  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: [shebert@bennett.co.us](mailto:shebert@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 capacity. 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 the 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 or 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.

November 11, 2020

December 11, 2020

Issue Request for Proposal

Proposal Submittal Deadline

December 14, 2020  
January 13, 2021  
January 25, 2021  
August 1, 2021

Bid Opening  
Award Notification  
Award Contract  
Project Completion

## 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.
- 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 the performance of the contract.

## SPECIAL TERMS AND CONDITIONS

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**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 three (3) 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 canceled 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 CRS § 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 1 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.

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## 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
			<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  
207 Muegge Way  
Bennett, CO 80102

Attn: Steve Hebert  
Planning and Economic Development Manager  
RFP 20-012

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 \_\_\_\_\_

**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 a 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 provide a signed copy of your W-9 or fill in and sign the required information on this form to:

Town of Bennett  
ATTN: Danette Ruvalcaba  
207 Muegge Way  
Bennett, CO 80102  
Druvalcaba@bennett.co.us

**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 \_\_\_\_\_

**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 TAXPAYER ID NUMBER IS ON FILE IN THIS OFFICE**

**SAMPLE AGREEMENT**

**AGREEMENT BETWEEN THE TOWN OF BENNETT AND \_\_\_\_\_**  
**TO PROVIDE PROFESSIONAL SERVICES FOR \_\_\_\_\_**

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**DATE:** \_\_\_\_\_

**PARTIES:** TOWN OF BENNETT, a Colorado municipal corporation, 207 Muegge Way, Bennett, Colorado 80102-7806 (Town).  
\_\_\_\_\_, a \_\_\_\_\_ [ADDRESS] (Consultant).

**RECITALS:**

- A. The Town issued a Request for Proposals seeking qualified firms with expertise in \_\_\_\_\_ to provide \_\_\_\_\_ professional services.
- B. Consultant timely submitted its Proposal.
- C. Town wishes to engage Consultant to provide \_\_\_\_\_ services as needed and as further set forth in the Scope of Services (which services are hereinafter referred to as the "Services").

**TERMS:**

**Section 1. Scope of Services.** Consultant shall provide the Services as described in the attached *Exhibit A*, which is incorporated herein by reference. Town shall not be obligated to use Consultant for any specific project or for any projects at all during the term of this Agreement. Consultant shall bill Town on a monthly basis for professional services actually completed and costs incurred at the time of billing rendered at the hourly rates designated in *Exhibit A*. Consultant's schedule of fees may be updated from time to time upon approval of the Town Board of Trustees, in which case a revised Exhibit A shall be appended to this Agreement. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

**Section 2. Term.** The term of this Agreement shall commence upon the signing of this Agreement by the Town and shall end \_\_\_\_\_. Town shall have the right to terminate this Agreement at any time with 30 days' written notice to Consultant by providing written notice to Consultant of termination. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

**Section 3. Assignment.** This Agreement shall not be assigned by Consultant without the written consent of the Town.

**Section 4. Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice

is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

**Section 5. Exhibits.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

**Section 6. Delays.** Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

**Section 7. Additional Documents.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

**Section 8. Entire Agreement.** 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. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 9. Time of the Essence.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

**Section 10. Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

**Section 11. Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

**Section 12. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

**Section 13. Indemnification.** Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not

limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

**Section 14. Insurance.** Consultant shall at its own expense keep in full force and effect during the term of this Agreement insurance in the following minimum amounts:

Consultant agrees to secure, at its own expense, a policy or policies of insurance sufficient to insure against the liability assumed by Consultant pursuant to the provisions of this paragraph. Consultant shall provide Town with a certification, by a properly qualified representative of the insurer, that any policy purchased pursuant to this Agreement complies with the conditions required by this Agreement.

Consultant shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason of its failure to secure insurance as required by this Agreement or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability. The required policy shall meet the following conditions:

- a. The policy limits shall be as follows:
  1. The limit for an injury to one person in any single occurrence shall be not less than \$150,000 and the limit for an injury to two or more persons in any single occurrence shall be not less than \$600,000. Costs of defense shall not be included within such limits. However, if costs of defense are included, the minimum limits shall be \$250,000 for injury to one person in any single occurrence and \$800,000 for injuries to two or more persons in any single occurrence.
  2. Professional liability insurance with a limit of not less than \$1,000,000.
- b. The policy shall include Town as an additional insured on Consultant's general liability and automobile liability insurance policies. The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS. Section 24-10-101, et seq., as from time to time amended, or otherwise available to Town.
- c. The insurer shall give Town notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give Town at least 30 days' prior written notification of any cancellation or

termination by refusal to renew the policy or of any material change by endorsement in coverage of the policy.

- d. Consultant shall be responsible for any deductible losses under the policy.
- e. If the policy is a claims made policy, the Consultant agrees to renew such policy for at least two years after the expiration of this Agreement.
- f. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto.
- g. If Consultant purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Agreement is signed by the parties hereto.

Triplicate copies of the policies or certificates of insurance acceptable to Town shall be filed with Town within seven (7) calendar days after the Agreement is signed by the parties hereto. The policies or certificates shall be issued by Consultant and name as the insured Consultant and any of its designated employees or agents.

**Section 15. Worker's Compensation.** Consultant shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

**Section 16. 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 sub-contractor and the description of their services to the Town for approval. The Town will not work directly with the subcontractors.

**Section 17. Independent Contractor.** Consultant and Town hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

**Section 18. 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.

**Section 19. Prohibition Against Hiring Illegal Aliens.** Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

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

- a. Notify the subcontractor and the Town within three days that the Consultant 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 Consultant 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.

Consultant 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 CRS § 8-17.5-102(5).

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

