



**CITY OF NORTHGLENN,
COLORADO**

Bid Number: RFP 2009-26

Date: August 17, 2009

Request for Proposal

The City of Northglenn, Colorado will accept sealed bids at the office of the City Clerk, P.O. Box 330061, Northglenn, Colorado, 80233-8061, via bid responses done through the Rocky Mountain Purchasing site or e-mail attachment to rfp@northglenn.org, or in person at 11701 Community Center Drive until **2:00 p.m., Monday September 8, 2009**. **E-mail through Rocky Mountain Purchasing site is the preferred method of responding to this solicitation.** Immediately thereafter, all rfps will be publicly opened and read in the presence of the bidders in the office of the City Clerk.

Sealed bids shall be marked as follows:

**"2009 NORTHGLENN RECREATION CENTER THEATRE LIGHTING"
PROJECT NO. RFP 2009-26"**

The work includes the engineering and design of installing new LED lighting, including all associated work. The major objectives of the project are as follows:

- Provide a recommendation of which lighting to replace and associated construction estimates.
- Provide plans and specifications to install new LED lighting.
- Provide bidding and construction assistance.

A mandatory pre-bid meeting is scheduled on August 24, 2009, at 11:00 am. The meeting will be held at Northglenn Recreation Center Theatre, located at:

11801 Community Center Drive
Northglenn, CO 80233

All prospective bidders are required to attend this meeting. Failure to attend the mandatory pre-bid meeting will eliminate said Consultant for consideration of the previously stated work. For further information, contact Amy Ward, Project Manager at 303-450-8837.

Bidding instructions and drawings are available at www.govbids.com, then click on the Rocky Mountain E-Purchasing System link or click on the link below <http://govbids.com/scripts/co1/public/home1.asp>.

Any questions regarding this project should be directed to **Amy Ward, Project Manager, at 303-450-8837 or by e-mail to award@northglenn.org**. Requests for information and/or clarification **must be submitted prior to 5:00 p.m. August 26, 2009**. Inquiries received after that date and time will not be considered.

The City of Northglenn reserves the right to reject any and all bids and to accept the bid deemed most advantageous to the best interest of the City.

City of Northglenn, Colorado
/s/ Kathy Kvasnicka
Procurement Coordinator

August 17, 2009
Request for Proposals
Northglenn Recreation Center Theatre Lighting
RFP-2009-26

1.0 INTRODUCTION

1.1 Background

The City of Northglenn's D.L. Parsons Theatre is continuously utilized throughout the year by city employees, rental organizations, and in-house programming created by the Cultural Programs staff and the Northglenn Arts and Humanities Foundation. The current stage lighting is the original lighting system installed with the construction of the theatre over 20 years ago. The lighting system is very antiquated and consumes a significant amount of energy. To save on energy costs, the City of Northglenn is interested in replacing the existing lighting fixtures over the stage with new LED lighting fixtures.

1.2 Objectives

The City of Northglenn, hereinafter referred to as the "City", is beginning the process to select a team to perform design services, and construction oversight of the installation of the lighting fixtures. Competitive negotiation as described in this document will be a part of the process used in this Request for Proposal.

Through this final Request for Proposal, the City seeks to:

- (a) Determine final pricing;
- (b) Specify the terms and conditions that would govern any resulting contracts and negotiations;
- (c) Select the successful team(s).

This Request for Proposal states the instructions for submitting proposals, and the procedure and criteria by which a successful team will be selected.

1.3 Scope Of Work

The **Primary Scope of work** shall include but not be limited to the following objectives:

1. Desired Schedule: Design – September 22, 2009 to October 22, 2009
Bidding – October 22, 2009 to November 9, 2009
Substantial Construction Completion – December 14, 2009
Final Construction Completion – December 21, 2009
2. Develop a strategy for minimizing the stage lighting outage duration and create a contingency plan for operating during performance season.

3. Identify operational needs for installing the Theatre lighting including: space, architectural, structural, and electrical in accordance with the International Building Code (2003), International Plumbing Code (2003), International Energy Conservation Code (2003), International Fire Code (2003), International Mechanical Code (2003), International Fuel Gas Code (2003), ICC/ANSI A117.1 (2003) and NEC Electrical Code.
4. Develop 100% construction documents for the Recreation Center Theatre Lighting per City of Northglenn design standards.
5. Evaluate and develop cost savings estimates for replacing the stage lighting and the other theatre lighting.
6. Secure all required permits and approvals.
7. Construction services for all alternatives selected by the city including construction oversight, facilitating construction meetings, submittal review, RFI responses, change orders, and payment application review.

1.4 Deliverables

100% submittal - 4 bound sets of construction documents, include CD with electronic drawings in AutoCAD version 2007 and specifications in Microsoft Office format

1.5 Pre-Bid Meeting

A pre-bid meeting is scheduled on **24th Day of August, 2009, at 11:00 am**. The meeting will be held at Northglenn Recreation Center Theatre, located at:

11801 Community Center Drive
Northglenn, CO 80233

All prospective bidders are required to attend this meeting. Failure to attend the mandatory pre-bid meeting will eliminate said Consultant for consideration of the previously stated work. For further information, contact Amy Ward, Project Manager at 303-450-8837.

2.0 DEFINITIONS

For the purposes of this RFP, the terms in quotation marks set forth below have the following meanings:

-"Bidder" means the person, firm, or corporation from whom the solution is being quoted or ordered.

-"City" means the City of Northglenn.

-"City Council" means the Council of the City of Northglenn.

-“Consultant” means the successful Bidder who has been awarded all or part of this RFP and, who enters into a written contract with the City to perform the work under the RFP.

-“Contract Administrator” means a person duly authorized by the City in writing to represent the City in connection with this Project.

-“Contract” or “Contract Documents” means the Contract entered into by the successful Bidder(s) with the City to perform the work of the RFP.

-“Evaluation Team” means the City personnel named to evaluate the Proposals received in response to this RFP.

-“Mandatory” and “must” means a requirement that must be met in order for the Proposal to receive consideration.

-“Proposal” means the offer Proponents are required to provide in response to this RFP.

-“RFP” means this Request for Proposals, as same may be amended, supplemented or modified from time to time by the City.

-“Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.

-“Time and date set for the Final Receipt of Proposals” means 2:00 p.m. Local time on September 8, 2009.

-“Teams(s)” means the private sector firms or consortia that provide Proposals to the City in response to this RFP.

3.0 RFP PROCESS

3.1 Inquiries and Clarification of R.F.P.

All official requests for additional information and/or clarification must be made through the designated Project Manager listed below (fax or email is preferred):

Amy Ward, P.E.
Civil Engineer II
Phone number: (303) 450-8837
Facsimile number: (303) 450-8708
E-mail: award@northglenn.org

Information obtained from a source other than the individual listed above is not official and should not be relied upon. It is intended that all inquiries be processed through the aforementioned individual, ensuring Bidders receive consistent information. The City will endeavour to respond to inquiries within two (2) business days of receipt of an inquiry, although Bidders should be aware that responses to inquiries will only be provided as time permits.

Requests for information and/or clarification **must be submitted prior to 5:00 p.m. August 26, 2009.** Inquiries received after that date and time will not be considered. Addenda shall be issued, as necessary, via e-mail at least 7 days prior to the bid opening.

3.2 Bidder Presentations

Bidder(s) may be asked to present their Proposal to the City RFP response evaluation team. The objective of the presentation is for Bidders to demonstrate to the City that they have the ability to execute the successful completion of the Project. The Bidder's presentation team must include the Project Manager and the key implementation team members.

3.3 Proposal Preparation and Submission Requirements

Proposals must conform to the instructions detailed below. Failure to provide complete information may disqualify the Bidder. **All references to price are to be included in the FORM OF PROPOSAL section, only, and must be specifically excluded from all other sections. Bidders are strongly urged to email proposals in pdf format to rfp@northglenn.org or to submit online through the Rocky Mountain Bid System.** Otherwise, bidders are to provide **Five (5)** printed copies of Proposals, and one copy on CD in PDF format. Proposals sent by facsimile will not be considered. Proposals are to be laid out in the following format:

Section One: Title Page

Provide the title of the Proposal being submitted, the RFP number, submittal date, and the name and logo of the company or companies submitting the Proposal.

Section Two: Cover Letter

Each Bidder is to include with its Proposal a cover letter on the Bidder's letterhead stating the Bidder has read, understands and agrees with all terms and conditions, and acknowledges any addendums as laid out in this RFP. The cover letter and the attached Prospective Contractor's/Consultant's Certificate Regarding Employing or Contracting with an Illegal Alien is to be signed by an authorized representative who has full authority to bind the Bidder to all representations, claims, and statements made in the Proposal, and certify that the financial details in your Proposal will remain valid until **120 days from date of Proposal submission.**

Section Three: Table of Contents

List all sections, sub-sections and supporting appendices. Page number cross-references are to be included at a detailed level.

Section Four: Letter of Introduction/Executive Summary

This should introduce your company and identify the company name, corporate history, general description of the company, number of employees, number and location of offices and past or current clients. Define any terms that may require explanation, and any features and/or benefits that may distinguish your Proposal. Provide detailed information regarding relationships, partnerships or associations of any kind that have been made regarding this opportunity, for this or any future phases of the Project.

In addition, please include a general description and summary of at least five projects (ten total, 5 primary scope, 5 alternative scope) your company has performed that are similar in nature to the magnitude and objectives of each of the primary and alternative scopes of work. The general description should include project size, contract amount(s), date completed or percentage completed if currently underway, and a project reference with contact information.

Section Five: Project Team

Provide the name, address, telephone number, fax number, email address, and mailing address of the primary contact, and, if available, a designated alternate contact person, in the event of any absence of the primary contact. Provide resumes of all team members including the supporting role each individual will provide during the course of the project(s). Please include all subcontractors that may be part of this proposal and their proposed role.

Section Six: Scope of Work

Provide responses to address all proposed items in Section 1.3, Scope of Work. Please provide a detailed description of the proposed means and methods to perform each objective. Include estimates of phases (60% and 100%), data to be collected, equipment to be used, submittals, initial and final review meetings and any other pertinent information associated with each objective. Descriptions should **clearly** state the base intent of the proposal and all items included followed by any value-added services that may be included and are considered beyond the intended scope of work as stated in this document or any amendments. Any items of work within this proposal that limit the quantity, time, materials, or units allocated shall be **clearly** stated with the maximum quantity of each listed as applicable. Please note that the Development Review Committee requires 30 days for each submittal review.

Section Seven: Form of Proposal

All cost information must be contained only within the Form of Proposal section and nowhere else in the Proposal. The Bidder must submit pricing that adheres to Section 4.3, Irrevocability of Proposals, of the RFP. Any items of work within this proposal that limit the quantity, time, materials, or units allocated shall include unit pricing to support additional costs of such items if deemed necessary during the course of this project(s). The cost information, if applicable, for value-added services must be shown in detail separately. Failure to provide complete pricing information may disqualify the Bidder. The Bidder may provide additions to the Form of Proposal section

to clarify information contained within its Proposal. The Bidder shall supply costs for the primary scope of work and alternative scope of work separately along with a complete scope of work that would include a cost for both the primary and alternative scopes of work.

3.4 Clarification of Bids

After the RFP Response Date, and within 24 hours of request, Bidders shall provide such additional information as may be requested by the City, in its sole and unfettered discretion, in order to completely and accurately evaluate any Proposal. The type of information may include, without limitation, a request for clarification of information contained in a Proposal or a request for additional information.

3.5 Evaluation of Bids

The City, in selecting the successful Bidder(s) will consider the following criteria:

1. Overall rating of Letter of Introduction/Executive Summary. *(Max. 5 points)*
2. Qualifications of the Project Team. *(Max. 20 points)*
3. Adherence to Statement of Requirements. *(Max. 10 points)*
4. Acceptable work schedule and delivery methodology. *(Max. 15 points)*
5. Overall quality of proposal presented. *(Max. 10 points)*
6. Cost/Offer - Primary Scope of Work. *(Max. 20 points)*
7. Success of similar projects. *(Max. 20 points)*

The City reserves the right to award the contract in part or whole, to consider the option of selecting one or no Proposals, and to award the contract to Bidder whose Proposal is, in the City's discretion, best suited to the City's needs.

3.6 Scoring System

Each specific requirement that is referenced in the Requirement Section, as well as the overall Proposal will be scored. The quality and clarity of the explanatory comments, at a detailed requirements level, will be a key determinant in assigning specific scores. As such, all Bidders are encouraged to prepare clear, detailed, and meaningful responses.

4.0 TERMS AND CONDITIONS

The terms and conditions set forth in the Professional Services Agreement attached as exhibit A and the supplemental following terms and conditions will apply to this Request for Proposal, each Bidder's Proposal, and to the negotiations, if any, of any said Contract. Submission of a Proposal in response to this RFP indicates the Bidder's acceptance of the terms and conditions contained in this document and the Professional Services Agreement.

4.1 Final Date and Time for Receipt of Proposals

The Bidder shall email to rfp@northglenn.org, attach bid documents on the Rocky Mountain Purchasing System or deliver **Five (5)** copies of the Proposal, in a sealed package marked:

“2009 NORTHGLENN RECREATION CENTER THEATRE LIGHTING – RFP-2009-26”

By: _____
Date: **September 8, 2009**
Time: **2:00 p.m., local time**
Place: **Office of the City Clerk
City Hall
11701 Community Center Drive
Northglenn, CO. 80233**

4.2 Late Proposals

Any Proposals received after the Final Date and Time for Receipt of Proposals will not be accepted and will be returned to the Bidder, unopened, or discarded without being considered.

4.3 Irrevocability of Proposals

By submission of a clear and detailed written notice, a Bidder may amend or withdraw its Proposal prior to the Closing Date and Time. At and following the Time of Closing, all Proposals will become irrevocable offers to the City and will remain as such until **120 days from date of Proposal submission**. By submission of a Proposal, the Bidder agrees to enter into a Contract. In addition all quoted prices will be firm and valid up to **120 days from date of Proposal submission**.

4.4 Opening of Proposals

The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the Closing Date and Time.

4.5 Open Records Act and Protection of Privacy Act

Notwithstanding any language contained in a Proposal to the contrary, all Proposals submitted to the City become the property of the City. They will be received and held in confidence by the City subject to the disclosure provisions of the Open Records Law. To assist the City if it receives a request for disclosure under the Open Records Law, the Bidder should identify any information or records which it is providing in its Proposal that constitute trade secrets are supplied in confidence and that, if released, could significantly harm the Bidder's competitive position. Pricing information cannot be considered a trade secret or confidential information. The City will comply with all confidentiality and privacy obligations for the protection of personal information which are imposed upon a public body under the Open Records Law.

4.6 Extension of Time

No time extensions are being considered at this time; however, should the City extend

this bid, all Bidders will be given the same consideration.

4.7 Bidder Expenses

Bidders are solely responsible for their own costs and expenses of participating in this RFP process including, but not limited to, expenses incurred in preparing a proposal, conducting due diligence, third party consulting, participating in performance tests and participating in any discussions, meetings, negotiations, Bidder Briefing(s) and Site Visit(s), if any.

4.8 City Discretion

It is expressly understood and agreed that the City shall not be under any obligation whatsoever to award a Contract to the Bidder or anyone else and may cancel the RFP at any time for whatever reasons the City in its sole, absolute and unfettered discretion considers to be in its best interest.

4.9 Goods and Sales Tax

The City is exempt from Goods and Sales Tax. **All Prices quoted shall be exclusive of sales tax.**

4.10 Withdrawal

Any Response to the Request For Proposal may be withdrawn prior to the final date and time set for receipt of Proposals. Withdrawal notification **must** be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.

4.11 Contract Negotiations

If the City decides to proceed and to negotiate a Contract, The City intends to provide written notification to the Bidder whose Proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected Bidder(s) on terms and conditions acceptable to the City. The final contract shall not be limited to the terms and conditions stated in this RFP or in the successful Bidder's proposal, but shall also include terms and conditions later negotiated. If the City and the successful Bidder are unable to execute a contract and the Bidder has been notified that it is the successful Bidder then the City may cease all discussions with the (first) successful Bidder without any further obligation to that Bidder and select another (second) Bidder as the successful Bidder. If the (second) Bidder is rejected, as per the terms above, then the City, without any further obligation to that Bidder, may select another (third) Bidder as the successful Bidder, and so on, or the City may reject all Proposals and re-bid this project.

4.12 The City's Right to Award

The provisions of Section 3.5 above notwithstanding the City reserves the right to: negotiate, accept, or reject any or all Proposals at its sole discretion and to accept any Proposal it considers advantageous at any cost submitted. The lowest cost Proposal will

not necessarily be accepted. The City reserves the right to award all of the work to the successful bidder, or the right not to award a Proposal. If the City decides to proceed to award a Contract, the City will provide written notification to the Bidder whose Proposal is deemed by the City to be in the best interest of the City. The City may, in the City's sole discretion and for any reason whatsoever, cancel this RFP in its entirety. Following cancellation of this RFP, the City reserves the right to issue a new RFP, in its sole discretion.

4.13 Award Assumptions

The City will assume that every statement of the Response to the Request for Proposal is true, accurate and complete. Only those sections of this Proposal that completely comply with the requirements, terms and conditions of this RFP may form part of any agreement between the successful Bidder and the City. Any section or sections of the Proposal which do not completely comply with the requirements, terms and conditions of this RFP will only form part of the agreement between the City and the successful Bidder if the City expressly accepts that variation, or variations, in writing. The Contract will be in the form supplied by the City. The City reserves the right to select an alternate Bidder in the event that the Contract is not signed with the successful Bidder within thirty (30) days of the award of the RFP to the successful Bidder. The successful Bidder shall comply with all applicable laws, ordinances, rules, regulations, codes and lawful orders of any public authority.

4.14 Errors and Omissions

In case of inconsistencies, discrepancies, errors, or omissions among the various parts of the Contract, the Consultant will immediately submit such matter to the City for clarification. The City will issue a clarification within a reasonable period of time. Any equipment or service affected by such inconsistencies, discrepancies, errors, or omissions and which are supplied or performed by the Consultant prior to clarification by the City will be supplied or performed at the Consultant's risk.

4.15 Liquidated Damages

The amount prescribed in Section 4.0 Terms and Conditions to be paid to the City or to be deducted from any payments due or to become due the Consultant for each day's delay in completing the whole or any specified portion of the work beyond the time allowed by the Specifications.

Liquidated damages shall be set at \$250.00 per day. This charge shall be in addition to other penalties set forth in the contract.

4.16 Illegal Aliens:

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm

the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

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

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

C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

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

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

E. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: _____
(Prospective *Consultant*)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name _____

Bid Number _____ Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____, 2009.

Prospective Consultant _____

By: _____

Title: _____

Finance Dept Use Only
Initials _____
Date _____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____[specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o *A valid Colorado Driver’s license or a Colorado identification card*
- o *A United States military card or a military dependent’s identification card*
- o *A United States Coast Guard Merchant Mariner card*
- o *A Native American tribal document or*
- o *In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- o *Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the consultant’s citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

Signature

Date

Finance Dept Use Only
Initials _____
Date _____

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION
for the NO EMPLOYEE AFFIDAVIT**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

DEPARTMENT PROGRAM AFFIDAVIT

**(To be completed if Consultant participates in the
Department of Labor Lawful Presence Verification Program)**

I, _____, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Consultant Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2009, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Finance Dept Use Only	
Initials	_____
Date	_____

For the DEPARTMENT PROGRAM AFFIDAVIT

LISTS OF ACCEPTABLE DOCUMENTS

LIST A Documents that Establish Both Identity and Employment Eligibility	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Eligibility
1. U.S. Passport (unexpired or expired)		1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		1. U.S. Social Security card issued by the Social Security Administration <i>(other than a card stating it is not valid for employment)</i>
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		2. Certification of Birth Abroad issued by the Department of State <i>(Form FS-545 or Form DS-1350)</i>
3. An unexpired foreign passport with a temporary I-551 stamp		3. School ID card with a photograph		3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. An unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)		4. Voter's registration card		4. Native American tribal document
		5. U.S. Military card or draft record		5. U.S. Citizen ID Card <i>(Form I-197)</i>
5. An unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer		6. Military dependent's ID card		6. ID Card for use of Resident Citizen in the United States <i>(Form I-179)</i>
		7. U.S. Coast Guard Merchant Mariner Card		
		8. Native American tribal document		7. Unexpired employment authorization document issued by DHS <i>(other than those listed under List A)</i>
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009 between the City of Northglenn, Colorado (the "City") and _____ ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the City and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the City and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids, Bid Schedule, Payment, Performance, Maintenance and Warranty Bond, Notice of Award; Notice to Proceed; general conditions, special conditions measurement and payment technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The City shall pay Contractor for the performance of work and completion of the Project not to exceed the amount of \$ _____

Section 4. Times and Methods of Payment.

A. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of his monthly invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the City objects to any invoices submitted by Contractor, the City will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the City fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 5. Retainage. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.

Section 6. Final Payment. The City shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the City.

Section 7. Probationary and Final Acceptance. Probationary acceptance of the Project shall follow inspection and approval of Contractor's performance by the City, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The City shall have the right and authority to determine the acceptability of Contractor's

performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the City is subject to the provisions of this Contract, and in accordance with Northglenn Municipal Code Section 16-2-13, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the City for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the City and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence on _____ and end on _____. Contractor shall commence any work requested by the City within ten (10) days of notification by the City. In the event Contractor fails to commence work within this time period, the City may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the City and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then Contractor shall pay to the City the amount of liquidated damages and not as penalty the sum of _____ dollars (\$ _____) for each calendar day that Contractor shall be in default after _____. The City will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the City in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the City:

1. To any preference, priority or allocation order duly issued by the City; or
2. To unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. Termination.

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days written notice of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the City for its convenience.

C. Upon receipt of a termination action pursuant to paragraphs A and B above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor and sub-contractors shall pay all fees, if applicable, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the City. The City shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Insurance.

A. The Trade Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 14 below. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligation assumed pursuant to Section 14, below, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages, listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 14, below. In the case

of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease – policy limit, and five hundred thousand dollars (\$500,000) disease- each employee.

2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

3. Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of this Contract.

4. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract.

C. The signed original Certificate of Insurance shall include the name of the project and formal bid number on the form.

D. To the extent that liability results from the acts or omissions of the contractor, the insurance policies and certificates of insurance required under this Section 11 shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

E. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

F. If any of the policies held by the Trade Contractor do not allow for the automatic addition of additional insureds, the Trade Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing such additional insureds.

Section 12. Payment, Performance, Maintenance & Warranty Bond. Contractor shall provide to the City, prior to commencement of performance, a Payment, Performance, Maintenance and Warranty Bond on the City form to the City in the full amount of _____ dollars (\$ _____), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor shall obtain such bond on the City's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the City and any manufacturer or supplier.

Section 13. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the City all workmanship, equipment and materials on or made a part of the Project and its structures for a period of two (2) years from and after the date of final acceptance of the work by the City as provided by this Agreement.

Section 14. Indemnification. The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 15. Subcontractors. All contracts between Contractor and subcontractors shall

conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the City with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the City as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the City. In all events, Contractor shall be responsible and held liable for any contractor licensing, permits, bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the City, Contractor shall disburse the same immediately to subcontractors without any requirement of the City to supervise the same. The City may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the City and any subcontractor because of the subletting of any part of the Project work.

Section 16. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved, which are attached as **Exhibit B** and incorporated by this reference.
2. An agreed lump sum.
3. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 17. Work Rules.

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the City may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The City shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the City, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the City, nor shall any employment relationship between the City and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the City and its authorized representatives harmless from any damage or loss incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the City.

G. Contractor agrees to report immediately to the City, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 18. Illegal Aliens

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

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

C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

- a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting

with an illegal alien who is performing work under the Agreement; and

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

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

E. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from the against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 19. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 20. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 21. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 22. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 23. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 25. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Date

ATTEST:

Johanna Small, CMC Date
City Clerk

Title

APPROVED AS TO FORM:

Corey Y. Hoffmann, Date
City Attorney

CONTRACTOR:

By: _____

Print Name

ATTEST:

By: _____

Title Date

Print Name

Address

Title Date

City, State, Zip Code

City's Contract # _____

Name of **City's** Project Manager

Attached is Exhibit A “**SCOPE OF SERVICES**” and
Exhibit B “**AMOUNT OF COMPENSATION**”

Indicate on the bottom of each page

EXHIBIT A – Page 1 of ?

EXHIBIT B – Page 1 of ?

Then Discard this Page

SAMPLE

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: _____
(Prospective Contractor)

TO: CITY OF NORTHGLENN
c/o Tammy Guenther
11701 Community Center Drive
Northglenn, Colorado 80233

Project Name _____

Bid Number _____ Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____, 2009.

Prospective Contractor _____

By: _____

Print name _____

Title: _____

Finance Dept Use Only
Initials _____
Date _____
PO # _____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o *A valid Colorado Driver's license or a Colorado identification card;*
- o *A United States military card or a military dependent's identification card;*
- o *A United States Coast Guard Merchant Mariner card;*
- o *A Native American tribal document;*
- o *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- o *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

Print Name

Finance Dept Use Only	
Initials _____	
Date _____	
PO # _____	

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION
for the NO EMPLOYEE AFFIDAVIT**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

DEPARTMENT PROGRAM AFFIDAVIT

**(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)**

I, _____, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Contractor Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2009, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Finance Dept Use Only	
Initials _____	
Date _____	
PO # _____	

For the DEPARTMENT PROGRAM AFFIDAVIT

LISTS OF ACCEPTABLE DOCUMENTS

LIST A Documents that Establish Both Identity and Employment Eligibility	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Eligibility
	OR	AND
1. U.S. Passport (unexpired or expired)	1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	1. U.S. Social Security card issued by the Social Security Administration <i>(other than a card stating it is not valid for employment)</i>
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	2. Certification of Birth Abroad issued by the Department of State <i>(Form FS-545 or Form DS-1350)</i>
3. An unexpired foreign passport with a temporary I-551 stamp	3. School ID card with a photograph	3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. An unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)	4. Voter's registration card	4. Native American tribal document
	5. U.S. Military card or draft record	5. U.S. Citizen ID Card <i>(Form I-197)</i>
5. An unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer	6. Military dependent's ID card	6. ID Card for use of Resident Citizen in the United States <i>(Form I-179)</i>
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	7. Unexpired employment authorization document issued by DHS <i>(other than those listed under List A)</i>
	9. Driver's license issued by a Canadian government authority	
	For persons under age 18 who are unable to present a document listed above:	
	10. School record or report card	
	11. Clinic, doctor or hospital record	
	12. Day-care or nursery school record	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)