



Date: OCTOBER 28, 2013

Proposal Deadline: NOVEMBER 15, 2013

REQUEST FOR PROPOSALS Electric Vehicle Supply Equipment

This is a Request for Proposals (RFP) for (2) Electric Vehicle Supply Equipment (EVSE) to be installed for the Town of Superior, CO. This Request for Proposals is intended to gather pertinent information concerning the ability of private contractors to meet the needs of the Town of Superior.

The Town of Superior is requesting technical proposals from interested firms with successful experience in designing, supplying, and installing turnkey EVSE systems on Town sites. Currently, the Town has (2) existing EVSE stations on Town property. This RFP contemplates (1) of those sites being upgraded to a dual-cord EVSE due to frequent use. The other EVSE will be new and sited in a location currently not served by EVSE. .

The Town recently was awarded a grant from the Regional Air Quality Council (RAQC) that will partially fund this project. The Town intends to award one contract for this project. The RAQC will not be party to the contract; however will be involved in review of the project requirements and compliance.

The Town of Superior, Colorado will accept proposals at the Town Hall, 124 E. Coal Creek Drive, Superior, Colorado 80027, until 3:00 p.m. November 15, 2013. Proposals received later than the above referenced time will not be accepted for review or consideration.

ONE (1) COPY OF YOUR TECHNICAL PROPOSAL SHALL BE SUBMITTED AND RETAINED BY THE TOWN OF SUPERIOR. ADDITIONALLY, ONE (1) COMPACT DISK (CD) or FLASH DRIVE CONTAINING THE PROPOSAL IN .PDF FORMAT IS REQUIRED.

A tentative schedule of key dates for the solicitation has been established as follows:

November 15, 2013	Technical Proposals due by 3:00 p.m.
November 18, 2013	Review submittals
November 20, 2013	Negotiations with top ranked firm
November 25, 2013	Town Board Approval
November 26, 2013	Estimated Start

SOLICITATION PROCESS

This RFP is being solicited under a multi-step procurement procedure consisting of two phases. The first step requires all firms to submit technical proposals addressing only those items cited in Section II, Proposal Submittal Requirements, of this RFP. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Evaluation Criteria. A short list of firms will be selected for further evaluation. Only those firms that are placed on the short list on the basis of the evaluation criteria will be considered during the second phase. During the second phase, interviews may be held with the short listed firms.

In the final phase, negotiations will be held with the firm ranked the highest by the evaluation committee on the basis of the proposal and possible interview. If a tentative agreement is reached with the top ranked firm, the recommendation will be sent to the Town Board for approval. Board approval may be subject to successful negotiation of a final agreement. The Town and the top ranked firm will then negotiate the details of the final agreement; Board approval of the award will be obtained; the agreement will be signed; and work may begin. Should the Town be unable to reach an agreement with the top ranked firm, negotiations will commence with the next ranked firm. This process will continue until a satisfactory contract is negotiated, or the Town exercises its right to reject all proposals.

CONDITIONS OF AWARD

It is the intent of the Town to award to the most responsive firm provided the proposal has been submitted in accordance with the requirements of this Request for Proposals document, judged to be fair and reasonable. The Town shall be the sole judge of the firm's qualifications, and whether the proposal is in the best interests of the Town.

The Town may conduct such investigations as the Town considers necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the offers and award in accordance with the Request for Proposal documents to the Town's satisfaction within the prescribed time. The Town may consider, but not be limited to, operating costs, maintenance requirements, performance data, and guarantees of materials and equipment as part of its evaluation.

The Town shall have the right in its sole discretion to terminate the award with or without cause.

COOPERATIVE PURCHASING

At the discretion on the Town of Superior and the Vendor, any governmental agency, district, political subdivision or private company located in the State of Colorado is permitted to purchase any and all items specified herein from the successful Vendor at the contract price(s) established herein. Reasonable travel expenses outside the seven county Denver metro area may be imposed at the discretion of the Vendor.

It is understood and agreed that the Town of Superior is not a legally binding party to any contractual agreement made between another governmental agency, district, political subdivision or private company in the State of Colorado and the Vendor as a result of this Solicitation.

PUBLIC CONTRACTS FOR SERVICES:

The Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract through participation in the E-Verify Program or the State program established pursuant to CRS Sec 8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract or PO with a subcontractor that fails to certify to the Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Vendor shall (a) not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants during performance of this contract, (b) notify subcontractors and the Town of Superior within three days if the Vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this contract, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS Sec 8-17.5-102(5), by the Colorado Department of Labor and Employment. If the Vendor participates in the State program, the Vendor shall deliver to the Town of Superior a written, notarized affirmation, affirming the Vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If the Vendor fails to comply with any requirement of this provision or CRS Sec 8-17.5-101 et seq., the Town of Superior may terminate this contract for breach and, if so terminated, the Vendor shall be liable for damages.

CONFIDENTIALITY

Proposals submitted to the Town of Superior for consideration shall be subject to the Colorado Open Records Act and Colorado Statute C.R.S. Sec 24-92-103(4) after award is made. Any confidential information in your proposal shall be identified as such. Consultants will be notified before information is released. Proposals submitted and terms and conditions specified in each consultant's response shall remain the property of the Town of Superior.

AMENDMENTS TO THIS REQUEST FOR PROPOSAL

The Town of Superior reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be available at Town Hall and shall be the responsibility of the firm to obtain all addenda.

If revisions are of such a magnitude to warrant, in the Town of Superior’s opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

QUESTIONS

Appointments may be made prior to the deadline to inspect the facilities.

Written questions regarding this Request for Proposal must be addressed in writing or via e-mail to:

Lisa Ritchie, Management Analyst
Phone: 303-499-3675, Fax: 303-499-3677, Email: lisar@superiorcolorado.gov

ADDITIONAL INFORMATION

Proposals will be considered only from firms or individuals that are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The Town reserves the right to be the sole judge of these criteria.

The Town may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered incomplete.

The Town of Superior reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the Town.

TOWN OF SUPERIOR

Attachments

- Section I Background and Scope of Services
- Section II Proposal Submittal Requirements
- Section III Evaluation Criteria
- Section IV Special Conditions
- Section V Sample Professional Services Contract

Attachment A- Specifications for existing Town of Superior EVSE

Attachment B- Location of existing EVSE area to be upgraded

Attachment C- Location of Founders Park proposed EVSE

SECTION I

BACKGROUND & SCOPE OF SERVICES

A. Background

- The Town of Superior, CO is a statutory town of approximately 12,500 residents, with a Board of Trustees/Manager form of government. The Town is approximately 4 square miles in size and is located primarily within Boulder County.
- The Town of Superior has over 4,700 housing units within the community. The Rock Creek Development contains the majority of the households, but there are also smaller subdivisions within the town.
- Green Initiatives – The Town is committed to becoming a self-sustainable community and is working on variety of initiatives including: green building codes, renewable energy installations, and energy efficiency upgrades.

Also, please see the Superior Municipal Code and other information available for review on the Town's website: www.superiorcolorado.gov

B. General Scope of Services

The Town desires to cooperate with the expansion of the network of EVSE within the Denver Metropolitan region and has partnered with RAQC to accommodate the installation of additional EVSE in the US 36 Corridor. The Town desires to upgrade an existing EVSE site with an additional unit due to frequent use by the Town's electric vehicle and use by the public. Additionally, the Town has identified an additional site for a new EVSE. Proposals should include designs and pricing for each area that provide the most efficient use of the site available. The following sites and scope for each is described below:

1. Town Hall, 124 E. Coal Creek Drive – Upgrade existing EVSE site
The Town desires to install an additional Level 2 EVSE at Town Hall at the same location as the existing EVSE. See Attachment A for specifications for the existing unit and Attachment B for a map and photo of the preferred location for the additional unit.
2. Founders Park, 601 W. Coal Creek Drive – New EVSE installation
The Town desires to install a new Level 2 EVSE at Founders Park at the proposed location identified on the Attachment C. The installation shall include conduit size greater than required for this single unit to allow for future upgrades or additional units. Please include alternate pricing for a dual cord Level 2 unit.

Specifications for EVSE units shall include at a minimum:

1. Capable of fully charging an EV within four to eight hours
2. Comply with NFPA 70, Article 625, EV Charging Stations.
3. Comply with UL 2202, 2231, and 2594.
4. Connectors compliant with SAE J1772.
5. Pedestal-mounted, and configured for a single vehicle, or two vehicles back-to-back.
6. NEMA 4R enclosure.
7. Operating temperatures between -25 degrees and 40 degrees Celsius.
8. 7.2kW output at 208VAV or 240VAC.
9. Provision of optional add-on system to charge for parking in the EV parking spaces (Do not include any proprietary billing infrastructure in the proposal).
10. Ethernet network capable for RFID authorization service.
11. Must be able to measure and record time of use statistics and energy use.
12. Thoughtful EV design, including cord management when EVSE is in use and when it is not in use.

Miscellaneous Electrical Equipment to be included:

The Contractor shall furnish and install all miscellaneous electrical equipment required for the installation of the EVSE. All equipment must be UL compliant and listed for the intended use.

Joint Proposals

Multiple vendors may form a team to submit a joint proposal. This is encouraged where appropriate. All firms and individuals involved must be identified in the proposal. A single individual and firm must be designated as having overall responsibility for the project. The lead individual and firm will serve as the Town's primary contact for purposes of the study and will be responsible for ensuring agreed upon timelines and work requirements are met.

Use of Subcontractors

Vendors must provide detailed information regarding the use of subcontractors under this Solicitation. Use of subcontractors for equipment installation (and other potential scope of work tasks) without experience may result in the loss of points from the Vendor Experience evaluation criteria in the Scope Plan and Pricing Form below. The subcontractor's name, address, phone number and three client references along with the type of work to be performed must be included with this RFP. If the Vendor fails to notify the Town of Superior of its intent to subcontractors under this solicitation, the bid may be considered a void offer. Subcontractors will be allowed only by written permission of the Town of Superior. Provision of these references by the Vendor is authorization by the Vendor for the Council to contact these references.

In addition, Vendors utilizing subcontractors will need to report to the Town of Superior their effort to enlist the services of disadvantaged business enterprises. Forms for reporting this information are contained in the Appendix.

No Conflict of Interest

Vendors should have no real or apparent conflict of interest. A conflict of interest includes any financial or contractual relationship with a firm, individual, or association with a direct financial interest in Town revenues. Examples of such firms, individuals, or associations include owners of retail and commercial properties within the Town, Chambers of Commerce and other business groups.

SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall include as a minimum the following information:

1. A cover letter describing the background of your company, including size, date established, office location and resumes of principal staff members. The cover letter must be signed by an official of the firm who has authority to enter into a contract.
2. Information on the company's experience as it relates to the following areas:
 - a. Past experience in site planning of EVSE projects.
 - b. Past experience in public-private joint projects.
3. List the municipalities you represent currently or have previously represented, if any, with the dates of representation for each. Include a brief summary of your responsibilities for each municipality listed.
4. Please provide a brief summary of how your company would plan to provide a project team to implement the EVSE. This can include resume or project experience.
5. Pricing for the purchase of the EVSE system. Please split out all cost information per unit (i.e. separate unit cost, installation cost, labor cost, and permitting fee for each individual unit).
6. The Town has a variety of working agreements and relationships with cities, counties, and governmental entities throughout the State of Colorado. Please disclose any conflicts of interest your company may have in representing the Town of Superior, or statement that there are none to the best knowledge of the consultant(s). Also, consultant(s) should state its intention to conform to the no conflict provisions of the RFP.
7. Provide three relevant references. The Town intends, with your permission, to contact references.

SECTION III

EVALUATION CRITERIA

Evaluation Criteria

Award Criteria Factor	Score
Management Summary	10
Vendor Profile/Experience	25
Ability to Meet Specifications	10
Sales Plan	25
Cost	30
Total Score	100

The Town Board will evaluate each vendor’s proposal in accordance with the evaluation criteria identified above. Noted below are some of the key elements of the above listed evaluation criteria that will be considered in the evaluation each firm’s proposal by the Town.

1. Vendor’s experience in site planning of EVSE project practices;
2. Vendor’s experience in the design of EVSE projects;
3. Vendor’s qualifications and experience of individual team members as they relate to these services;
4. Vendor’s experience and resources of the firm(s) as they relate to services;
5. Pricing;
6. Vendor’s effectiveness of communications strategy as evidenced by the proposal itself and interaction between the Town and the vendor during the selection process;
7. Lack of any real or apparent conflict of interest for individuals and firms;

SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the consultant would complete all of the elements of the "Scope of Services."

SAMPLE CONSTRUCTION CONTRACT

Included in this package is a sample of the standard "Professional Services Contract" used by the Town. Prospective consultants are requested to review this document and comment on any areas of objection in their proposals.

SUBLETTING OF CONTRACT

The consulting firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the Town.

CHANGES IN SCOPE OF SERVICES

The Town Manager or designee will agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

SECTION V

Sample Professional Services Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon seven (7) days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed _____ Dollars (\$_____.00). This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

B. Notwithstanding the maximum amount specified in this Section, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for

all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, 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 arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor,

any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

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

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or 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. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired 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 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 this Agreement, Contractor shall: notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract 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 this 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. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. 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.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**1. TOWN OF SUPERIOR,
COLORADO**

2. Andrew Muckle, Mayor

ATTEST:

Phyllis L. Hardin, Town Clerk

APPROVED AS TO FORM:

Kendra L. Carberry, Town Attorney

CONTRACTOR

By: _____

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EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

I, _____, am the sole 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 Town, 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 Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *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*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both 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 ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Superior (the "Town"), 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 ("Agreement") 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 Agreement; and

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

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2013, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public