City of Wheat Ridge

REQUEST FOR PROPOSALS

RFP-16-12

PROPOSAL DUE DATE: THURSDAY, April 14, 2016
4:00 PM OUR CLOCK

FOUR MAJOR-CONSTRUCTION TAX AND FEE AUDITS

SEALED PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811 Fax: 303-234-5924

DOCUMENTS PREPARED BY:
SALES TAX DIVISION
PURCHASING & CONTRACTING DIVISION

IMPORTANT: PLEASE READ ENTIRE DOCUMENT
Per the attached specifications, terms and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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CITY OF WHEAT RIDGE
RFP-16-12
FOUR MAJOR-CONSTRUCTION TAX AND FEES AUDITS

Project Overview: The City is seeking audit services for four major permitted construction projects, with a combined value of approximately $20,000,000, that were completed within its boundaries. The desired outcome of the audits is to establish that reasonably correct sales and use taxes as well as building permit and plan review fees were received in accordance with the Wheat Ridge Code of Laws. The successful bidder may complete the work using either City templates or their own if the Tax Supervisor deems them adequate or better to provide a reasonably detailed analysis of the projects. The anticipated start date is June/July, 2016 with a desired completion date of November 30, 2016.

Deadline for Questions: Noon on March 29, 2016

Minimum Requirements: Awarded firm or individual must have a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the "Illegal Alien" Provisions of CRS8-17.5-101. The awarded consultant must be a CPA or have a minimum of 3 years of government compliance audit experience. Colorado front range based staff is preferred.

Proposals Due: Thursday, April 14, 2016 by 4:00 PM, our clock. THERE IS NO PUBLIC OPENING. Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the proposer to ensure the proposal is received in the Purchasing Office on or before the due date and time.

Submit to:
City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033

The City only accepts proposals in hard copy format. Fax, email or other electronic means are not acceptable. Sealed proposal packets must include: (1) marked "Original" and (3) copies. A total of 4 complete sets.

Mark Envelopes: **BID RFP-16-12 FOUR MAJOR-CONSTRUCTION TAX AND FEES AUDITS**

Comments: All proposals must be sealed and shall be validated. No proposals will be accepted after the due date and time. Proposals received after the due opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all qualifications or any part and to waive any formalities or informalities to make an award in the best interest of the City.

RFP Documents: Official documents are available on the Rocky Mountain ePurchasing Society (RMEPS) website, a division of BIDNET – www.rockymountainbidsystem.com, 800-835-4603 option #2, and on the City website, www.ci.wheatridge.co.us. Project updates and awards will be posted on the City website.

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924 or phone 303-235-2811. Do not contact the requesting department or the evaluation committee.

Publish Dates:

Jennifer Nellis, Purchasing Agent

City Website and RMEPS March 22, 2016

CITY OF WHEAT RIDGE
RFP-16-12
FOUR MAJOR-CONSTRUCTION TAX AND FEES AUDITS

PROPOSAL REQUIREMENTS/SELECTION CRITERIA

I. INTRODUCTION

A. General

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 32,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government. The City has a small in-house tax compliance division.

B. Background

The general contractors have been informed of the City's intent to audit the four projects. The projects have a combined total valuation of $20,400,000 and the contractors paid an estimated $413,454.72 in fees and use taxes. One project is a housing subdivision comprised of 26 homes. See Exhibit 1 – Contract Project Audits.Details.xlsx. There are a total of six exhibits, provided as examples to interested proposers.

C. Objectives

The purpose of this RFP is to:

- contract with a qualified individual or firm,
- perform and report on Phase I which is a surface audit to determine if appropriate fees and use taxes were paid,
- with City approval, and if there is reasonable discovery and/or justification to move forward, then perform Phase II which is the complete audit for purposes of identifying fees and/or taxes for collection
- The costs to perform Phase II may be a percentage of the fees and taxes collected, or may be based on hourly rates, not to exceed the project budget of approximately $50,000.

II. STATEMENT OF WORK

The desired outcome of the project audit is to establish that the correct sales and use taxes and building permit and plan review fees were paid on four major-construction projects and to recommend billing for additional amounts as necessary. The Phase I process could result in a recommendation for the refund of use taxes if they were overpaid and if so, Phase II would not be required. Building permit and plan review fees are not refundable. The minimum tasks are to include:

1. Review of sufficient general contractors' project documentation to establish the full and final valuation of the project including all change orders regardless of permit adjustments having been drawn on them.

2. Examination of materials documents to establish:
    a. Payment of local tax, if any, on materials purchases and its correctness.
        i. Credit allowed for local tax paid by a vendor collecting Wheat Ridge tax based on licensing status and/or point of possession.
        ii. No credit allowed for local tax paid at points of possession outside Wheat Ridge.
        iii. Investigation and collection as appropriate of Wheat Ridge tax collected by unlicensed project vendors.
        iii. Preparation of support for intercity claims as appropriate.
    b. Complete and correct reasonable value of materials amount of the project based on Building Division guidelines.

3. Validation of all subcontractor jobs via the affidavit method, with performance of item 2 if a subcontractor claims payment of any sales or use taxes.
    a. Subcontractor materials are to be included in total valued materials for project analysis.
    b. Subcontractors that obtained additional separate permits must provide job documentation sufficient for audit.

4. Review of any non-permit equipment, fixtures, furnishings and décor items included in the project for correct and complete local tax with application of elements of Item 2 above as appropriate.

5. Preparation of the final report, submitted to the Sales Tax Supervisor.

All must be done with the utmost courtesy and consideration for the subject(s) and the project owners in close communication with the Sales Tax Supervisor.

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Submit to: Provide one (1) marked "Original", three (3) complete hard copies.

Address: City of Wheat Ridge Municipal Building
Purchasing and Contracting Division
ATTN BID: Jennifer Nellis
7500 W 29th Avenue
Wheat Ridge, CO 80033

MARK OUTSIDE OF ENVELOPE: BID RFP-16-12 -- FOUR MAJOR CONSTRUCTION TAX AND FEES AUDITS PROPOSAL DUE DATE: Thursday, April 14, 2016 4:00 PM OUR CLOCK. NO EXCEPTIONS.

B. Evaluation Criteria

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the requested information. Respondents are encouraged to include additional relevant information. Omissions or incomplete responses in terms of content or aberrations in form may at the City's discretion, render the proposal non-responsive. Your entire submittal shall not exceed sixty (60) pages.

Signature Page and Forms

a. Proposer Information and Addendum Acknowledgement
b. Illegal Alien Form
c. Non-Discrimination Assurance Form
d. Non-Collusion Affidavit

1) **Qualifications of the Firm (25%)**

- An Overview of the Firm: including firm profile (at a minimum number of employees and their expertise, years in business, organizational chart), locations of main office and team office, specific abilities of firm, and assurance of your financial stability
- References: Provide a list of at least three (3) projects of comparable size, scope, and complexity. For each project include the name of the owner and include phone numbers or email addresses, contacts, etc. and supplemental references that may attest to your firm's current ability to provide the required services.
- Statement of Qualifications and listing of services firm has successfully provided to other agencies.
- Indicate additional supplemental qualifications your firm brings to this project.

2) **Experience of Staff or Team (25%)**

- Provide names and resumes of the principals of your firm who will work on this project. Be specific as to their experience in working with government officials and projects with similar requirements.
- Identify the team, sub-consultants and their roles
- Provide any unique strengths or experiences

3) **Approach, Timelines and Current Workload (25%)**

- Provide information on current workload and how this project will be accomplished
- Detail your approach and timelines to providing tax benefits to the City.
- Identify any foreseeable problems in the implementation of the program
- Describe how the objectives identified will be achieved
- Demonstrate your understanding of the technical requirements.

4) **Fee Schedule (15%)**

- Propose your detailed fee schedule based on performing Phase 1, per project
- Propose your detailed fee schedule based on performing Phase 1 and Phase 2, per project

5) Miscellaneous (10%)

The City reserves the right to base its evaluation on a "Should Cost" analysis to reflect the real costs to the City arising out of or incidental to the award. Proposing firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs.

IV. SELECTION PROCESS

The selection committee may make a selection based on the proposals received or may choose to "short list" prospective firms for further negotiations.

The selection process may involve two stages: 1) written submittals will be evaluated and scored and 2) oral interviews with the highest-ranking firm(s), if requested.

1. Screening Panel/Short List: Submittals may be evaluated in accordance with the evaluation criteria above. The panel will review and score the proposals. Firms ranked the highest may be invited to an oral interview.

2. Oral Interviews: It is anticipated that oral interviews may be conducted in accordance to the schedule below. Firms could be notified in writing of the short list. Short-listed firms would receive interview instructions. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach, and in conversing with the individuals who will act as the primary contacts.

3. Fee Proposals and Final Selection: The City will attempt to negotiate a contract with the highest ranked firm.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local and by our clock.

RFP Issued	March 22, 2016
Inquiry Deadline	Noon on March 29, 2016
Final Addendum Issued	March 31, 2016
Proposal Due Date and Time	Thursday, April 14, 2016 by 4:00 PM
Short List	April 21, 2016
Interviews	April 28, 2016
Negotiation of Contract	By May 6, 2016
Council Approval	May 23, 2016
Start Date	June/July 2016
Completion Date	November 30, 2016

VII. ADMINISTRATIVE AND OFFEROR INFORMATION

1. **PROPOSAL OPENING, EVALUATION AND AWARD**
Only the names of each proposer will be read at the opening. Proposals will be examined after opening. Proposals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

2. **TAXES**
The City of Wheat Ridge is exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in your Proposal.

3. **PROPOSER QUALIFICATIONS**
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Section IV, Information for Proposals.

4. **RIGHT TO INVESTIGATE**
The City reserves the right to investigate and confirm the proposer's financial responsibility and absence of the appearance of or actual conflicts of interest with the audit subjects. This may include financial statements, bank references and interviews with past consultants, employees and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5. **NO COMMITMENT BY CITY OF WHEAT RIDGE**
This Request for Proposals does not commit the City of Wheat Ridge to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to this Request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work, price, and scheduling/completion time when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

6. **PROPOSAL REPRESENTATION**
Each Proposer must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the

name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. **ANTI COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this Service.

8. **INSURANCE**

The successful Proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverages as follows:

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Comprehensive General Liability	
Bodily Injury	$1,000,000 per occurrence; $2,000,000 aggregate
Property Damage	$1,000,000 per occurrence; $2,000,000 aggregate
Comprehensive Automobile Liability (owned, hired and non-owned vehicles)	
Bodily Injury	$1,000,000 per occurrence;
Property Damage	$2,000,000 per occurrence
Errors and Omissions (Professional Liability)	$1,000,000 each occurrence

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Proposer shall deliver, to the City, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All liability policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation, Auto and Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance - The contractor shall provide workers' compensation insurance coverage for all persons employed to perform the work to be done under the contract and assure that all workers will receive the compensation for compensable injuries. A copy of the workers compensation policy is required to be submitted to the City as part of this Proposal.

Professional Liability Insurance - Evidence of Professional Liability Insurance will be required upon award of the project.

9. **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout and herein incorporated here by reference.

10. **SUBCONTRACTING**
No portion of this Proposal may be subcontracted without the prior written approval by the City.

11. **SALES PROHIBITED / CONFLICT OF INTEREST**
No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

12. **MODIFICATION OF AGREEMENT**
No modification of award shall be binding upon the City unless made in writing and signed by authorized agents of both parties.

13. **CANCELLATION**
Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

14. **TERMINATION OF AWARD FOR CAUSE**
If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner it's obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Agency, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Proposer and the City may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the City from the successful Proposer is determined.

15. **TERMINATION OF AWARD FOR CONVENIENCE**
The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

16. **EQUAL OPPORTUNITY**
The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by the City.

17. **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The Unites States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18. **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The word "firm/bidder/proposer" means any person, partnership, corporation or other entity.

19. **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by Proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate in the proposal and on the appropriate proprietary or financial pages. All information included in any Proposal that is of a proprietary nature must be **clearly** marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

19. **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third party communications during the procurement process to prevent biased evaluations and compromises of confidential information and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contact representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in rejection of the offending firm's offer.

20. **PROPOSAL FORMAT**

All responses to this Request For Proposal shall use the respondent's format except for those pages, which have blanks to be filled in by the respondent or those pages marked for return with proposal. A proposal can be rejected by the City, if the firm fails to completely fill in all blanks for evaluation of the proposal or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however no necessity exists for expensive binders or promotional material. All costs, including travel and expenses incurred in the preparation of this proposal shall be borne solely by the Proposal.

21. **PROPOSAL REJECTION AND/OR PARTIAL ACCEPTANCE**: The City reserves the right to:

- reject any and all proposals
- accept other than the lowest price
- waive minor defects or technicalities, formalities and informalities
- accept in whole or in part such proposal where it is deemed advisable
- make an award on the basis of the apparent greatest benefit to the City
- alter the scope of work reasonably and RFP documents until a contract is executed.

22. **GOVERNING LAW**:

The laws of the State of Colorado shall govern any contract executed between the successful contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado - more specifically, Jefferson County, Colorado.

23. **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**
Contractor shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform this work. Contractor shall furnish the City upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay, when due, all bills, debts and obligations it incurs performing work under this agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

24. **PROMPT PAYMENT DISCOUNTS**:
In determining the most responsive priced proposal(s), the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

25. **OWNERSHIP OF CONTRACT PRODUCTS**:
All products produced from the awarded contract shall be the sole property of the City.

26. **FUNDING**
There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1, of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

27. **INDEMNIFICATION:** The Consultant agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Consultant to provide services pursuant to the terms of this Agreement.

28. **INDEPENDENT CONTRACTOR**
The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any purpose.

29. **DUE DILIGENCE**
Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. However the responsibility for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification or for the failure on the part of the proposer in determining the full extent of exposure.

30. **EMPLOYMENT OF LABOR**
The Consultant and each of the approved sub-consultants shall hire qualified workers for the project who are citizens of the Unites States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Consultant shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Consultant shall discharge any person who commits trespass or in, in the opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or

otherwise unsatisfactory.

31. **DEBRIEFING**

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

31. **SECURITY ACCESS CARDS**

The City may issue security access cards to assigned workers. It will be the discretion of the City if the access cards are issued specifically for each worker or if a guest card may be issued.

32. **SAMPLE AGREEMENT**

A sample agreement is provided for your review if your firm is awarded. Do not complete the agreement, nor enclose with your proposal, it is for information only.

33. **COOPERATIVE PURCHASING EFFORT**

Other governmental agencies including state agencies, special districts, counties, municipalities and school districts, etc., may be extended the opportunity to purchase off this Bid with the agreement of the successful vendor(s) and the participating MAPO Agencies and the CPEC Group. Requests for participation of other Agencies and/or Groups will be coordinated by the MAPO Agency hosting this Bid. The Host Agency will notify the vendor(s) and the Agency and/or Group wishing to participate, in writing. Each agency/group desiring to participate shall establish its own contract, issue its own orders, be invoiced and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the City is not a legally binding party to any contractual agreement made between a MAPO or CEPC member and the Vendor as a result of this solicitation.

THANK YOU FOR YOUR INTEREST IN THE CITY OF WHEAT RIDGE

City of Wheat Ridge

RFP-16-12
FOUR MAJOR-CONSTRUCTION TAX AND FEE AUDITS

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN / SSN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED—MUST BE IN INK

PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 _____ #2 _____ #3 _____ #4 _____

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

1) Has read the RFP documents thoroughly prior to submitting a proposal,
2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
3) Is capable of performing quality work to achieve the City objectives, and
4) Is submitting without collusion with any other individual or firm.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.

2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.

3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).

4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20____

RFP NUMBER AND TITLE: _____

FIRM SUBMITTING PROPOSAL: _____
(print full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

BY: _____
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination of the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.

2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.

4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required) Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT
RFP-16-12

FOUR MAJOR CONSTRUCTION TAX AND FEE AUDITS

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 20__

_____
NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

RFP-16-12
FOUR MAJOR-CONSTRUCTION TAX AND FEE AUDITS
SAMPLE AGREEMENT, FOR REVIEW ONLY

THIS AGREEMENT made this _ day of **MONTH, YEAR,** by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and _____(company name_____, _____(company address)_____, hereinafter referred to as the "Contractor."

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City's contractor and provide as a minimum all of the professional services required as per **RFP- RFP-16-12 FOUR MAJOR-CONSTRUCTION TAX AND FEE AUDITS**, as more fully described in the Request for Proposal and Contractor's response to the RFP incorporated herein by reference.

ARTICLE 2 – TERM

The work to be performed under this agreement shall commence promptly after receipt of a fully-executed copy of the agreement, to the extent that the Contractor has been authorized to proceed by the City. Start date is anticipated for June/July, 2016.

Completion shall be by November 30, 2016.

The City may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Consultant, if needed.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided, and the Contractor shall accept a not-to-exceed amount **of _(written dollar amount)__, (_$ numerical dollar amount)** as full payment for such services based on _____.

The City hereby agrees to pay the Consultant the amounts required for additional work as deemed necessary, at the unit prices set forth in the Consultant's proposal, with a total contract amount not to exceed **(written dollar amount), ($ numerical amount)**, in accordance to the provisions and subject to the conditions as set forth in this agreement and the documents referred to above.

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for services rendered, **$ .00 per hour**. There is no charge for computer, telephone, postage, copies, or other ordinary costs and expenses.

A. Invoices by Task
Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. The payment will be expedited by the user department and processed as a VISA transaction within two business days of City approval. The City may elect the alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of receipt. A check is mailed to the Contractor.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay Federal and State income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person—other than bona fide employees working solely for the Contractor—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverages of insurance:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	$500,000 per person $500,000 per accident $500,000 each disease
Commercial General Liability *(including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability)* • Bodily Injury • Property Damage	 $1 million per occurrence $2 million aggregate $1 million per occurrence $2 million aggregate
Comprehensive Automotive Liability *(owned, hired, and non-owned vehicles)* • Bodily Injury • Property Damage	 $2 million per occurrence $2 million per occurrence
The City of Wheat Ridge shall be named as additional insured on liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.	

PROFESSIONAL LIABILITY Errors and Omissions insurance is required of the awarded consultant in the

amount of $1,000,000 each occurrence.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the agencies may be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, CRS, as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent performance or failure of the Contractor to provide services pursuant to the terms of this agreement.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include—but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training—including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor—provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS, AND ORDINANCES

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

Contact Information	City	Contractor
Name:		
Office Phone:		
Cell Phone:		
Email Address:		
Address:		
City, State, Zipcode		

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the contractor is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

ARTICLE 14 – SEVERABILITY

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRATING WITH ILLEGAL ALIENS

Illegal Aliens – Public Contracts for Services
CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 18 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in two (2) copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

_____
JANELLE SHAVER, CITY CLERK

_____
DATE

(Seal)

APPROVED AS TO FORM:

_____
GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

_____
NAME

_____
TITLE

_____
DATE

OWNER

CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900

_____
JOYCE JAY, MAYOR

CONTRACTOR:

NAME
ADDRESS
CITY, STATE, ZIPCODE

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

ATTACHMENT A
RFP-16-12
FOUR MAJOR-CONSTRUCTION TAX AND FEE AUDITS

PRICE SCHEDULE

SUBMIT ON THIS PAGE, OR ATTACH YOUR DETAILED PRICE OR REVENUE SCHEDULE

NAME OF FIRM: _____

ADDRESS: _____

_____

CHECK-LIST:

The following information and forms must be included with your submittal, in this order:

- Proposer Information Sheet _____
- Acknowledgment of Addendum (if any) _____
- Illegal Alien Certification Form _____
- Non-discrimination Form _____
- Non-Collusion Affidavit _____
-

Please be certain to address the following in your proposal:

- Qualifications _____
- Experience _____
- Current Workload _____
- Project Approach _____
- Fee Schedule _____

Please review the sample agreement, but do not include a copy with your proposal submittal.

City of Wheat Ridge

PROFESSIONAL SERVICES BILLING FORM

Date: _____

SUBMIT TO:

ACCOUNTS PAYABLE
CITY OF WHEAT RIDGE
7500 W. 29th Avenue
Wheat Ridge, CO 80033

City Project Name and Number: _____

City Contact Name or Department: _____

Period of Service: _____ through _____
Summary below (see attached reports for further details)

BASIC SERVICE

Task:	Fee Amount:	% Complete:	Fee Earned:	Prior Billing:
TOTAL:				

Fee earned: $_____

Less amount previously billed: $_____

Amount due: $_____

ADDITIONAL SERVICES:

Amount due: $_____

TOTAL AMOUNT DUE: $_____

Vendor's signature: _____ Date: _____

Printed name: _____ Title: _____

City Department approval (signature of approver): _____

Title: _____ Date: _____

City of Wheat Ridge
RFP-16-12
FOUR MAJOR-CONSTRUCTION TAX AND FEE AUDITS

Audit Details

Permit Number	Project	Address	General Contractor	CO Date	Number of Subs	Valuation	Review Fee Paid	Permit Fee Paid	Use Tax
201301710	King Soopers Interior Remodel	3400 Youngfield Street	KTK General Contracting	12/15/2014	3	$ 2,300,000.00	$ 7,664.83	$ 11,792.05	$ 41,400.00
201401489	Morningstar Assited Living	10100 W. 38th Avenue	BGT Enterprises - Owner	3/4/2016	6	$ 8,541,805.72	$ 24,299.76	$ 37,384.25	$ 37,384.25
201301647	Baptist Home Memory Care Center	4800 Tabor Street	Pinkard Construction	5/19/2015	3	$ 4,300,000.00	$ 12,994.83	$ 19,992.05	$ 77,400.00
26 permits per list	Perrins Row subdivision	vic. 38th Avenue and Depew Street	NT Perrins LLC	various	4	$ 4,718,470.79	$ 15,070.71	$ 43,139.55	$ 84,932.44
						$ 19,860,276.51	**$ 60,030.13**	**$ 112,307.90**	**$ 241,116.69**

CITY OF WHEAT RIDGE
RFP-16-12
FOUR MAJOR-CONSTRUCTION TAX AND FEE AUDITS

Audit Details

Perrins Row Permits

Permit #	Address	City	State	Zip	Valuation	Description	Closed	Subs	Review Fee	Permit Fee	Tax
201400119	5630 W. 38th Ave., C	Wheat Ridge	CO	80033	$ 135,687.30	1166 sf. Part of 4-plex townhome.	12/31/2014	2	$ 443.38	$ 1,364.25	$ 2,442.37
201400463	5660 W. 38th Ave., C	Wheat Ridge	CO	80033	$ 135,687.30	1166 sf. Part of 4-plex townhome.	4/24/2015	3	$ 443.38	$ 1,364.25	$ 2,442.37
201400586	5690 W. 38th Ave., C	Wheat Ridge	CO	80033	$ 135,687.30	1166 sf. Part of 4-plex townhome.	6/22/2015	3	$ 443.38	$ 1,364.25	$ 2,442.37
201500094	3791 Depew St., C	Wheat Ridge	CO	80033	$ 135,687.30	1166 sf. Part of 4-plex townhome.	10/23/2015	3	$ 443.38	$ 1,364.25	$ 2,442.37
201500133	3795 Depew St., C	Wheat Ridge	CO	80033	$ 135,687.30	1166 sf. Part of 4-plex townhome.	11/13/2015	3	$ 443.38	$ 1,364.25	$ 2,442.37
201400118	5630 W. 38th Ave., B	Wheat Ridge	CO	80033	$ 166,538.37	1352 sf. Part of 4-plex townhome.	12/31/2014	2	$ 508.37	$ 1,564.20	$ 2,997.69
201400462	5660 W. 38th Ave., B	Wheat Ridge	CO	80033	$ 166,538.37	1352 sf. Part of 4-plex townhome.	4/28/2015	2	$ 508.37	$ 1,564.20	$ 2,997.69
201400585	5690 W. 38th Ave., B	Wheat Ridge	CO	80033	$ 166,538.37	1352 sf. Part of 4-plex townhome.	6/22/2015	3	$ 508.37	$ 1,564.20	$ 2,997.69
201500093	3791 Depew St., B	Wheat Ridge	CO	80033	$ 166,538.37	1352 sf. Part of 4-plex townhome.	10/23/2015	3	$ 508.37	$ 1,564.20	$ 2,997.69
201500132	3795 Depew St., B	Wheat Ridge	CO	80033	$ 166,538.37	1352 sf. Part of 4-plex townhome.	1/27/2016	3	$ 508.37	$ 1,564.20	$ 2,997.69
201401374	3785 Depew St., A	Wheat Ridge	CO	80033	$ 175,000.00	1344 sf. Part of a duplex.	10/1/2015	3	$ 1,050.27	$ 1,615.80	$ 3,150.00
201401375	3785 Depew St., B	Wheat Ridge	CO	80033	$ 175,000.00	1503 sf. Part of a duplex.	10/20/2015	3	$ 1,050.27	$ 1,615.80	$ 3,150.00
201400120	5630 W. 38th Ave., D	Wheat Ridge	CO	80033	$ 202,797.06	1646 sf. Part of 4-plex townhome.	12/31/2014	3	$ 583.83	$ 1,796.40	$ 3,650.35
201400464	5660 W. 38th Ave., D	Wheat Ridge	CO	80033	$ 202,797.06	1646 sf. Part of 4-plex townhome.	6/12/2015	3	$ 583.83	$ 1,796.40	$ 3,650.35
201400587	5690 W. 38th Ave., D	Wheat Ridge	CO	80033	$ 202,797.06	1646 sf. Part of 4-plex townhome.	6/22/2015	4	$ 583.83	$ 1,796.40	$ 3,650.35
201500095	3791 Depew St., D	Wheat Ridge	CO	80033	$ 202,797.06	1646 sf. Part of 4-plex townhome.	10/20/2015	3	$ 583.83	$ 1,796.40	$ 3,650.35
201500134	3795 Depew St., D	Wheat Ridge	CO	80033	$ 202,797.06	1646 sf. Part of 4-plex townhome.	1/27/2016	3	$ 583.83	$ 1,796.40	$ 3,650.35
201400117	5630 W. 38th Ave., A	Wheat Ridge	CO	80033	$ 204,817.46	1666 sf. Part of 4-plex townhome.	3/4/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201400461	5660 W. 38th Ave., A	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	4/28/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201400584	5690 W. 38th Ave., A	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	6/26/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201401098	3781 Depew St., A	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	7/30/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201401099	3781 Depew St., B	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	7/24/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201401100	3781 Depew St., C	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	8/4/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201401101	3781 Depew St., D	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	8/4/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201500092	3791 Depew St., A	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	10/15/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
201500131	3795 Depew St., A	Wheat Ridge	CO	80033	$ 204,817.46	1646 sf. Part of 4-plex townhome.	11/13/2015	3	$ 588.03	$ 1,809.30	$ 3,686.71
26					**$ 4,718,470.79**				**$ 15,070.71**	**$ 43,139.55**	**$ 84,932.44**

Information Summary Schedule A, B, C, D

General Contractor
Address
Project Name
Project Address
C/O Date
Permit # (s)
Use tax paid
Assessment date

Rates and Factors:

Year	State	Wheat Ridge	RTD	SCD	FSD	Jeffco OS	Total Rate	Factor	Total - No County	Factor - No County
2002	0.029	0.025	0.006	0.001	0.001	0.005	0.067	0.37	0.062	0.40
2002	0.029	0.02	0.006	0.001	0.001	0.005	0.062	0.32	0.057	0.35
2003	0.029	0.02	0.006	0.001	0.001	0.005	0.062	0.32	0.057	0.35
2004	0.029	0.02	0.006	0.001	0.001	0.005	0.062	0.32	0.057	0.35
2005	0.029	0.03	0.01	0.001	0.001	0.005	0.076	0.39	0.071	0.42
2006	0.029	0.03	0.01	0.001	0.001	0.005	0.076	0.39	0.071	0.42
2007	0.029	0.03	0.01	0.001	0.001	0.005	0.076	0.39	0.071	0.42
2008	0.029	0.03	0.01	0.001	0.001	0.005	0.076	0.39	0.071	0.42
2009	0.029	0.03	0.01	0.001	0.001	0.005	0.076	0.39	0.071	0.42
2010	0.029	0.03	0.01	0.001	0.001	0.005	0.076	0.39	0.071	0.42
2011	0.029	0.03	0.01	0.001	0.001	0.005	0.076	0.39	0.071	0.42
2012 fwd	0.029	0.03	0.01	0.001	0	0.005	0.075	0.40	0.070	0.43

City of Wheat Ridge
SUMMARY

General Contractor: **0**
Address: 0

Auditor:

Project Name: **0**
Project Address: 0

C/O Date: **0**
Permit #(s): 0

SCHEDULE	DESCRIPTION	CONTRACT INVOICE AMOUNT	TAXABLE MATERIALS	WHEAT RIDGE USE TAX RATE	USE TAX DUE
A	Subcontractors	$ -	$ -	3%	$ -
B	G/C Construction Materials	$ -	$ -	3%	$ -
IMPUTED	Labor, O/H, operating general expense (tax paid) and profit	$ -			
TOTALS		**$ -**	**$ -**		**$ -**

Use tax paid on permits		Sched C	$ -
City of Wheat Ridge sales tax paid by subcontractors		Sched A	$ -
City of Wheat Ridge sales tax paid on materials		Sched B	$ -
Total City of Wheat Ridge sales and use tax paid			$ -
Use Tax Due			$ -
Penalty and interest			
Penalty on tax due	10%	Sched C	
Interest on tax due	1% per month from C/O date	Sched C	
TOTAL ASSESSMENT			$ -
Fee adjustments			
Building permit fee		Sched D	$ -
Plan review fee		Sched D	$ -
Total fee adjustments			$ -
TOTAL AMOUNT DUE			**$ -**

City of Wheat Ridge
SCHEDULE A: SUBCONTRACTORS

General Contractor: **0**
Address: 0

Project Name: **0**
Project Address: 0

Auditor: Kathy Franklin
Assessment date: 1/0/1900
C/O Date: **1/0/1900**
Permit #(s): 0

AFFIDAVIT/STMT	SUBCONTRACTOR	WORK PROVIDED	COMMENT	FINAL PAID AMOUNT	CONTRACT AMOUNT	Balancing	MATERIALS	% OF CONTRACT (FINAL BILLED)	WHEAT RIDGE SALES TAX PAID	WHEAT RIDGE USE TAX RATE	WHEAT RIDGE USE TAX	WHEAT RIDGE USE TAX DUE	COMMENTS	Labor, O/H, Operating Supplies on Which Tax was Paid
								#DIV/0!		3.0%	$ -	$ -		
TOTALS				$ -	$ -		$ -		$ -		$ -	$ -		$ -
Average materials as a percent of contract								#DIV/0!						

City of Wheat Ridge
SCHEDULE B: CONSTRUCTION MATERIALS PURCHASED BY G/C

General Contractor: **0**
Address: 0

Project Name: **0**
Project Address: 0

Auditor: Kathy Franklin
Assessment date: 1/0/1900
C/O Date: **1/0/1900**
Permit #(s): 0

ITEM NO.	COST CODE	COST NAME	COSTED AMOUNT	TAXABLE AMOUNT	WHEAT RIDGE SALES TAX PAID ON INVCS	WHEAT RIDGE USE TAX RATE	WHEAT RIDGE USE TAX	WHEAT RIDGE USE TAX DUE
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
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26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
TOTALS			$ -	$ -	$ -		$ -	$ -

City of Wheat Ridge
SCHEDULE C: PENALTY AND INTEREST

General Contra 0
Address: 0

Project Name: 0
Project Addres: 0

Auditor: Kathy Franklin
Assessment date:
C/O Date:
Permit #(s): 0

PERMIT #	ADDRESS	C/O DATE	USE TAX PAID ON PERMITS	USE TAX SCHED A	USE TAX SCHED B	TOTAL USE TAX	USE TAX DUE	10% PENALTY	MONTHS PAST DUE	TOTAL RATE AT 1%/MO	INTEREST DUE	TOTAL PENALTY & INTEREST
0	0	1/0/1900	$ -	$ -	$ -	$ -	$ -	$ -	0.00	0.00%	$ -	$ -
TOTALS			$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -

City of Wheat Ridge
SCHEDULE D: FEE ADJUSTMENTS

General Contractor:	**0**		
Address:	0	Auditor:	Kathy Franklin
		Assessment date:	
Project Name:	**0**	C/O Date:	
Project Address:	0	Permit #(s):	0

	AMOUNT	PLAN REVIEW FEE	PERMIT FEE
FINAL CONTRACT ORIGINAL VALUATION			
DIFFERENCES	$ -	$ -	$ -
DUE		$ -	$ -

Attach permit fee schedule in effect at time of permit.
Permit fee and plan review fees are not refundable, but additional amounts must be collected if underpaid.

>insert date<

Company
Address
City, State ZIP

Permit number(s):
Project address:
CO or LOC date:
Audit date:

Thank you for doing business in the City of Wheat Ridge. Pursuant to Wheat Ridge Municipal Code section 22-68(b) the City will conduct a use tax audit of the construction project listed above. The purpose is to reconcile the use tax deposit paid to the City at the time the permit was issued to the use tax applicable to the actual building materials and supplies used to complete the project. If it is determined that additional use tax is due, a notice of deficiency will be issued; if there was an overpayment, a refund will be issued.

At the same time, other factors that may have affected the final value of the project will be audited. This is to ensure payment of correct tax on tangible personal property related to ex-valuation items such as driveways, sidewalks, parking lots, landscaping and freestanding personal property installed or used in a project but not included in determining the project's valuation for building permit purposes.

All records associated with the project and ex-valuation items must be made available for examination, including but not limited to a detailed final cost summary, subcontractors' invoices, purchases invoices, billings and receipts. You may provide clear paper or electronic copies of all documentation to my office or make arrangements for audit at your location.

You're invited to contact me with any questions or concerns. I'll call you soon to finalize the details.

Respectfully yours,

Kathy Franklin
Senior Tax Auditor
(303) 235-2825
kfranklin@ci.wheatridge.co.us

City of Wheat Ridge, Tax Division
7500 W. 29th Ave., Wheat Ridge, CO 80033
Kathy Franklin, Sales Tax Supervisor, (303)235-2825
kfranklin@ci.wheatridge.co.us
SECURE FAX (303)235-2825

SUBCONTRACTOR AFFIDAVIT

Date

Fax:
Attn:

Regarding
General Contractor:
Project:
Project Address:
Permit Number(s): (GC)

The City of Wheat Ridge is conducting a use tax audit of the project described above. The purpose of the audit is to reconcile the use tax deposit paid by the General Contractor to the City with the use tax due on the actual materials and equipment used. The General Contractor lists you as a subcontractor. Your assistance is needed and required in determining the correct tax on the project. Please complete the affidavit below and return it by mail, fax or e-mail. Please be advised that the information you provide may be subject to further examination by the City. No additional City tax liability to you is caused by your compliance. The auditor listed on this form will be happy to assist you with any questions or concerns. ***Thank you for your cooperation.***

Due by: Date

A. List any separate permits you obtained: _____

B. Briefly describe what you provided: _____

C.
Contract amount $ _____
Number of change orders _____
Amount of change orders $ _____
Total final contract $ _____

D. Contract details

1 All materials at cost, less tax $ _____
Sales tax paid on attached materials $ _____
(if tax was paid invoice copies are required)

2 Labor
1 Fabrication $ _____
2 General $ _____

3 Equipment over $2,500 bought $ _____
Sales tax paid paid on equipment $ _____
(invoice copies are required)
Attach a list of equipment and number of days used on site.

4 Rental equipment $ _____
Sales tax paid $ _____
(invoice copies are required) $ _____

E. If you subcontracted any part(s) of the contract, please provide the name, address and contract amount for each.

_____

I certify under penalty of perjury that the above information is true and accurate to the best of my knowledge.

_____
Signature and title Date

Job costing transaction reports with purchase invoice backup are acceptable substitutes for this form.

Exhibit 4

City of Wheat Ridge, Tax Division
7500 W. 29th Ave., Wheat Ridge, CO 80033
Kathy Franklin, Auditor, (303)235-2825
kfranklin@ci.wheatridge.co.us
Secure fax 303.235.2825

SUBCONTRACTOR AFFIDAVIT
SECOND REQUEST *PLEASE!*

Date

Fax:
Attn:

Regarding
General Contractor:
Project:
Project Address:
Permit Number(s):

The City of Wheat Ridge is conducting a use tax audit of the project described above. The purpose of the audit is to reconcile the use tax deposit paid by the General Contractor to the City with the use tax due on the actual materials and equipment used. The General Contractor lists you as a subcontractor. Your assistance is needed and required in determining the correct tax on the project. Please complete the affidavit below and return it by mail, fax or e-mail. Please be advised that the information you provide may be subject to further examination by the City although no related additional City tax liability to you is caused by your compliance. The auditor listed on this form will be happy to assist you with any questions or concerns. ***Thank you for your cooperation.***

Due by: ~~Originally due~~ **New due**

A. List any separate permits for this job: _____

B. Briefly describe what you provided: _____

C.
Contract amount $ _____
Number of change orders _____
Amount of change orders $ _____
Total final contract $ _____

D. Contract details

1 All materials at cost, less tax $ _____
Sales tax paid on materials $ _____
(if tax was paid invoice copies are required)

2 Labor
1 Fabrication $ _____
2 General $ _____

3 Equipment over $2,500 bought $ _____
Sales tax paid paid on equipment $ _____
(invoice copies are required)
Attach a list of equipment and number of days used on site.

4 Rental equipment $ _____
Sales tax paid $ _____
(invoice copies are required) $ _____

E. If you subcontracted any part(s) of the contract, please provide the name, address and contract amount for each.

I certify under penalty of perjury that the above information is true and accurate to the best of my knowledge.

Siganture and title _____ Date _____

Job costing transaction reports with purchase invoice backup are acceptable substitutes for this form.

Exhibt 5

City of Wheat Ridge, Tax Division
7500 W. 29th Ave., Wheat Ridge, CO 80033
Kathy Franklin, Auditor, (303)235-2825
kfranklin@ci.wheatridge.co.us
FAX (303)234-5924

SUBCONTRACTOR AFFIDAVIT
FINAL REQUEST

March 21, 2016

Fax:
Attn:

Regarding
General Contractor:
Project:
Project Address:
Permit Number(s):

The City of Wheat Ridge is conducting a use tax audit of the project described above. The purpose of the audit is to reconcile the use tax deposit paid by the General Contractor to the City with the use tax due on the actual materials and equipment used. The General Contractor lists you as a subcontractor. Your assistance is needed and required in determining the correct tax on the project. Please complete the affidavit below and return it by mail, fax or e-mail. Please be advised that the information you provide may be subject to further examination by the City although so doing does not create an additional City tax liability for you. The auditor listed on this form will be happy to assist you with any questions or concerns. *Thank you for your cooperation.*

Due by:

A. List any separate permits for this job: _____

B. Briefly describe what you provided: _____

C.
Contract amount $ _____
Number of change orders _____
Amount of change orders $ _____
Total final contract $ _____

D. Contract details
1 All materials at cost, less tax $ _____
Sales tax paid on materials $ _____
(if tax was paid invoice copies are required)
2 Labor
1 Fabrication $ _____
2 General $ _____
3 Equipment over $2,500 bought $ _____
Sales tax paid paid on equipment $ _____
(invoice copies are required)
Attach a list of equipment and number of days used on site.

4 Rental equipment $ _____
Sales tax paid $ _____
(invoice copies are required) $ _____

E. If you subcontracted any part(s) of the contract, please provide the name, address and contract amount for each.

_____

_____

I certify under penalty of perjury that the above information is true and accurateto the best of knowledge.

_____
Siganture and title Date

Job costing transaction reports with purchase invoice backup are acceptable substitutes for this form.

Exhibit 6