



**REQUEST FOR PROPOSALS
RFP-16-23**

**PROPOSAL DUE DATE:
THURSDAY, AUGUST 18, 2016 BY 4 PM OUR CLOCK**

TIME and ATTENDANCE SYSTEM

SEALED PROPOSALS MUST BY MAILED OR DELIVERED TO:

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

DOCUMENTS PREPARED BY:
ADMINISTRATIVE SERVICES DEPARTMENT
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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REQUEST FOR PROPOSALS
RFP-16-23
TIME and ATTENDANCE SYSTEM

Project Overview/Scope: The City of Wheat Ridge is requesting proposals from interested and qualified parties to provide a proven time and attendance system. The desired system will include attendance tracking and scheduling, with analytics, reporting, and self-service, and that will interface with our current payroll system, American Data Group. The initial term is for one year, with the option to renew automatically for each successive year. The City has allocated \$50,000 for the first year inclusive of hardware and software installation and training.

Deadline for Questions: August 4, 2016

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us (email preferred method of communication), fax 303-234-5924, or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

Minimum Requirements: Awarded firm must have a valid City of Wheat Ridge Business/Use Tax license prior to starting the project. This service requires compliance with both the "Illegal Alien" provisions of CRS8-17.5-101 and "Non-Discrimination Assurance" of Title VI Regulations at 49 CFR Part 21 (forms included in bid documents).

Minimum requirements for this project include management and execution of projects of similar scope and complexity, where integration with existing infrastructure and software are a major consideration.

Proposals Due: THURSDAY, AUGUST 18, 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, CPPB
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033

The City only accepts proposals in hardcopy format. Fax, email, or other electronic means are not acceptable. Sealed proposals must include: one (1) marked "Original" and four (4) copies of the proposal, for a total of five (5) complete sets.

Mark envelopes: RFP-16-23 TIME and ATTENDANCE SYSTEM

Comments: All proposals must be sealed, and will be validated upon receipt. No proposals will be accepted after the due date and time. Proposals received after the specified 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 City website, www.ci.wheatridge.co.us. Project updates and awards will be posted on the City website.

Jennifer Nellis, Purchasing Agent, CPPB

Publish Dates:
City Website/Email 7/14/16

RFP-16-23
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
TIME and ATTENDANCE SYSTEM

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

I. INTRODUCTION

A. General

The City of Wheat Ridge (the “City”) Municipal Building is located in the northwest Denver metropolitan area, with municipal offices at 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 33,000 residents. The City is a home-rule municipality with eight council members, and a city manager and mayor form of government.

B. Background

The City has never contracted for these services. The City currently uses a manual process involving spreadsheets and other paper oriented documents to perform scheduling and to conduct time keeping that is required for payroll. These manual processes are time consuming.

C. Objectives

The City prefers to award to one firm who will provide and manage all service requirements. The City is issuing this RFP to review and select a vendor to provide a budget-friendly, time and attendance system with automated scheduling, with the goal of reducing staff time to schedule, to resolve scheduling issues and to track time. The goal is to save time and ensure accuracy through the integration of the new scheduling system with payroll. The number of employees in the system will fluctuate throughout the year from 500-600.

The desired system will include attendance tracking and scheduling, with analytics, reporting, and self-service. Term is for one year with the option to renew automatically for each successive year. The City has allocated \$50,000 for the first year inclusive of hardware and software installation and training.

II. SCOPE OF WORK

The actual services to be performed will be determined by the City, to include—but not be limited to—the following areas:

The proposer is expected to deliver and implement a fully integrated system to perform automated time keeping, time allocation functions for the City’s approximately 450-550 non-exempt employees. (and 50 exempt)

Proposals shall address the following:

1) Name of Offeror and Contact Information

- a) Name of the Offeror
- b) The address of the Offeror’s corporate headquarters and of the primary office which will be providing service
- c) The Offeror’s telephone number/fax number /email address

- d) Offeror's tax identification number and certificate to do business in the State of Colorado
- e) Provide a general overview and history of the Offeror, including the number of years in business and total number of employees
- f) List a primary business contact person, including the person's specific contact information
- g) Describe the Offeror's organizational description, including number of staff, type of organization (Partnership, etc), structure, expertise in providing timekeeping solutions.

2) **Miscellaneous Information**

- a) Provide Offeror's fee schedules for governmental entities, not-for-profit companies and private industry.
- b) Provide information related to insurance requirements.
- c) Provide information on any unsatisfied judgments against the vendor or any historical information related to bankruptcy or receivership actions.

3) **Timekeeping System Needs**

- a) The City is seeking a timekeeping/time entry system, not a time card or punch system.
- b) Employees are able to access, adjust, and correct their timekeeping entries from any computer that is connected to the City's internal network.
- c) Management reporting tools that provide for reports on leave usage, accruals, patterns of absenteeism, department-wide view, system-wide view, leave requesting and approval capacity. Provide a sample of standard reports available in the timekeeping system.
- d) Includes a secure or an authenticated method for employees to enter their time, so employees cannot adjust other employees' time and employees cannot adjust the time of others without a supervisory status.
- e) System must be able to provide labor distribution tracking between multiple business units.
- f) Real-time notification to supervisor when non-exempt employees have completed 35 hours of work and when hourly employees have completed 25 hours.

4) **Payroll Requirements**

- a) Vendor software must be capable of creating an extract for upload in the City's American Data Group system for payroll processing.
- b) Approximately 500-600 employees will be clocking in and out.
 - i) Approximately 50 exempt employees. Exception reporting only sent to Payroll
 - ii) Approximately 450-550 non-exempt salaried employees. Exception reporting sent to payroll. Comp time is calculated at 1.5 times the hourly rate.
 - (1) Hourly staff may work in different functions, different business units, and different locations. Hourly staff will be expected to clock-in and out to document time worked.
 - (2) System must be able to track between various account codes.
 - iii) Overtime – Time over 40 hours in a week paid at 1.5 base rate (plus the base rate for the first 40 hours)
 - iv) Hourly Wage Calculations
 - (1) Some exempt/non-exempt and hourly staff work in different jobs with different rates of pay. The City refers to this as Premium Pay.
 - v) Rounding – Quarterly rounding (15/7)
 - vi) Shift Differential – No shift differentials
 - vii) Holidays – Closed on holidays. Employees may schedule floating holidays at any time during the year.
- c) Accruals – import of balances. Tiers based on contractual agreements and length of service for vacation and for excused leave. Some employee classifications do not receive paid time off benefits.
- d) FMLA – Software will track FMLA hours
- e) Software will track hours for Health Care Reform

5) **Data Integration:** Please describe the ability of the proposed solution to integrate with other City IT systems in three specific areas. If any development is required with each of the integrations described in this paragraph, propose the cost necessary for development of that integration. If there is no development cost or effort to implement, state as such in your proposal.

- a) **Automated Account Information** – How can/does the proposed solution integrate with and use employee information in our Human Resources system, web-based Fund Management System (FMS) - **Personnel** by American Data Group (ADG), to automate the creation, deletion, or archive of user accounts in the proposed system? The ADG software is based on a my-sequel database.

- b) **Systems Integration** – How can the data collected in the timekeeping system be integrated with our payroll system (web-based FMS – **Payroll** by ADG) and also our Parks and Recreation Department’s scheduling program (WhenToWork by WhenToWork, Inc.)
 - c) **Third Party Analytics and Reporting** – Tell us what methods are available for the city to integrate and utilize various third party reporting and data analytics tools such as Microsoft Excel
- 6) **Implementation:** Your proposal should be very specific about the required activity and level of effort required to successfully implement, including:
- a) from the project implementation team
 - b) from the developers to do the custom integration development
 - c) from the support team (please identify who is on the support team)
 - d) from the City’s Administrative Department, including each of the following divisions:
 - i) Payroll
 - ii) HR
 - iii) IT
 - e) from American Data Group to work on the FMS integration for Personnel and Payroll
 - f) from _____ to work on the _____ integration
- 7) **Time Clock Hardware:** The City requires the purchase, installation and maintenance of four time clocks. These clocks must have a barcode reader for swiping a badge with a barcode on the back. Please propose needed hardware and the associated costs and supply inventories.
- 8) **Server Hardware:** The City will also need to purchase a server for this project. Please propose minimum specifications needed for the server to support the current employee count of up to 600 people.
- 9) **Cost Proposal:** Vendor costs should specifically and explicitly address each of the following elements. Please represent each of the following line items in a cost table. The table should include the proposed cost for each of the first five years and a summary total for each year. Any non-recurring onetime costs should be reflected in the first year cost.

1. Software

- a. All system software including software for servers, time clocks, and client computers (if applicable) including
 - i. operating system licenses
 - ii. database licensing and any database connector licensing
 - iii. vendor software licensing
- b. Annual maintenance licensing
- c. Future upgrade licensing costs if applicable

2. Hardware including

- a. servers
- b. storage hardware
- c. four time clocks
- d. badges or other user devices
- e. City of Wheat Ridge will provide internet connectivity, wired or wireless, for all time clocks. The offeror should be clear about the connectivity requirements and protocols required for the proposed time clocks.
- f. City of Wheat Ridge will provide Windows 10 client computers with internet connectivity as needed for solution deployment.

3. Services

- a. **Project management** - Services needed to oversee, lead, and facilitate all vendor and district planning and participation in the deployment process from contract signing through handoff to vendor operational support team after a successful implementation
- b. **Design** - Services needed to lead the design phase to determine the operational aspects of the deployment and also the technical and system configuration aspects of setup and deployment

- c. **Data Integration** - All services needed to provide the following system integrations
 - i. **Automated Account Maintenance** – Integrate with our Human Resources system, (FMS – Personnel by ADG), to automate the creation, deletion, or archive of user accounts
 - ii. **Systems Integration** – Integrated with our personnel and payroll systems (FMS – Personnel and Payroll by ADG)
 - iii. **Third Party Analytics and Reporting** – Integration with any proposed third party reporting and data analytics tools
- d. **Build-out and Configuration** - Services needed to deploy all hardware and software and configure the entire solution including side by side support with the City’s administrative team in configuring the system for deployment and operational use
- e. **Testing** - Services needed to fully test the system both pre and post configuration to certify it is ready for operational use
- f. **Implementation and Rollout** - Services needed to “go live” with the solution including system administration support, technical support, and communication
- g. **Training** - Training services for all relevant stakeholders including
 - i. System administrators (minimum 3 people)
 - ii. Human Resources and other managers that will be utilizing reporting features
 - iii. Supervisors
 - iv. General employee users (Can this training be provided by City Staff?)
 - v. Technology department
- h. **Continuing Operational Support** - Services including technical support and system administrator support on an ongoing basis once the solution is declared fully deployed and operational
- i. **Updates and Upgrade Support** - Services to plan, install, test, and train any recommended or required system updates or upgrades on an ongoing basis. This includes both hardware and software updates and upgrades.

Additionally, the vendor should provide specific details as to the assumptions made in their cost proposal regarding the roles and responsibilities of the city during planning, implementation, and extended operational use. All roles and responsibilities not specifically stated in the offeror’s proposal as an expectation of the city’s management team, payroll department, information technology department, or end users will be assumed to be a responsibility of the offeror.

City of Wheat Ridge Preferred System Deliverables (please circle Yes or No for each item listed, as included in your proposal and pricing and return this list with your proposal.)

Ability for system to interface with our current payroll system American Data Group	Yes	No
Ability to provide scheduling ability for the Police Department. Including bidding for shifts and alerts for open shifts on a 24-hour scheduling basis.	Yes	No
Ability to provide a simplified scheduling system for other departments.	Yes	No
Ability to interface with "When to Work" system	Yes	No
Ability to send out emergency information to all employees.	Yes	No
Additional Requirements: 4 time clocks	Yes	No
Ability to enter time from a remote device (smart phone, computer), a kiosk, or some other time entry device supplied by the vendor	Yes	No
Ability to enter time through self-service and have it routed to and approved by the appropriate supervisor	Yes	No
Ability to track salaried exempt and non-exempt work schedule to be used for negative time recording	Yes	No

Ability to track hourly work schedules that include but are not limited to: 4X10, 3 days on - 4 days off - 4 days on - 3 days off, 2 week rotating schedules, 4X9 + 4 hours, 5X8)	Yes	No
Ability to track a holiday schedule for all employees that includes actual & observed holidays (actual and observed holiday falls on the same day), actual holidays (the calendar day on which the holiday actually falls), and observed holidays (work day on which the holiday is observed if actual holiday falls on a weekend)	Yes	No
Ability to show employee the appropriate time entry screen by position status (eligible for leave vs. not eligible for leave)	Yes	No
Ability to record time by project code, program code, activity, task, grant, etc.	Yes	No
Ability to have time broken out by project code, depending on department, and to allow for several different entries in one work day, and to allow for start and stop time for each project code	Yes	No
Ability for approved leave to automatically populate in timesheet; but can be overwritten	Yes	No
Ability for the system to not allow more than 24 hours total between hours worked, leave hours, and on call hours - in any given day (except on Holidays)	Yes	No
Ability to enter time in 15 minute increments	Yes	No
Ability for employee to make notes about a specific time entry	Yes	No
Ability to allow exempt employees to record more than 80 hours worked by project code, although payroll will not pay them more than 80 hours	Yes	No
Ability to designate absences in a hierarchy by type (Regular absences, FMLA, Limited duty, etc.) that can then be expanded to show all the absences in that type	Yes	No
If hierarchies cannot be developed, ability for employee to record an attendance or absence and flag it as 'modified duty', 'FMLA', etc.	Yes	No
Ability to summarize how much time was worked in a given shift/day.	Yes	No
Ability for administrator to add project and task codes to employee profiles/timesheets for a set period of time	Yes	No
Ability to track and charge OT costs to the position/project/task being worked when the OT is earned	Yes	No
Ability for applicable employee to indicate on their timesheet if they want OT hours: a) paid out or b) banked as comp time.	Yes	No
Ability to set up comp time bank (as a leave accrual type) and limit the accrual (e.g., 80 hrs max). Once this limit is reached, remaining OT hours must be paid out.	Yes	No
Ability to enter training hours (logged as 1.08 x hours worked) by day on the timesheet and indicate if they want those hours a) paid out or b) granted as additional annual leave.	Yes	No

Ability for applicable employee (or designee) who works on a holiday to indicate, on their timesheet, if they want holiday hours a) paid out or b) banked as holiday leave.	Yes	No
Ability to specify leave without pay use only if specified leave banks have been exhausted	Yes	No
Ability to allow supervisor (or designee) to determine who on their team(s) has not yet submitted timesheets.	Yes	No
Ability to send multiple reminder emails to employee until their time is submitted	Yes	No
Ability to allow employee, supervisor, designee, HR, or Payroll to submit corrected timesheets (with reason) for a previous, current, or future payroll period	Yes	No
Ability to notify employee that a timesheet has been modified or rejected	Yes	No
Ability to require when an employee (or designee) opens a rejected timesheet the previous hours entered are displayed to the user along with the rejection reason	Yes	No
Ability to set up approval hierarchy for different types of leaves (ex: approval from department head for donated leave)	Yes	No
Ability for user to designate a separate GL account/task/project for OT and on call hours	Yes	No
Ability to manage leave programs, to include the Family and Medical Leave Act, and allow for updates as regulations change and allow employees to flag time as FMLA	Yes	No
Ability to track certain absences that can only be taken if there are available leave balance hours.	Yes	No
The system must not allow leave hours to be submitted on the time sheet if adequate leave balance is not available.	Yes	No
The system must return an error message if leave hours are not available and cannot be taken.	Yes	No
Ability for users (employees and time administrators) to enter future dated absences	Yes	No
Ability to create leave balances for individual employees that are then debited when certain absences are recorded	Yes	No
Ability for employees to request future leave via Employee Self Service (ESS) and managers to approve/reject via Manager Self Service (MSS) and employees to receive notification regarding status of approval/denial	Yes	No
Ability for ESS and MSS to display leave available, less amount taken and amount requested and approved	Yes	No
Ability for a manager to see all upcoming vacation requests for their team in a calendar view	Yes	No
System does not allow a future dated leave request to be submitted if adequate leave balance hours will not be available	Yes	No

System will display an error message if an employee requests a future dated leave and there will not be enough accrued hours to support the leave	Yes	No
Ability to calculate pay period leave accrual amounts based on position and years of service, and calculate different accrual rates for different groups of employees	Yes	No
Ability for leave to be available in the period after it is accrued	Yes	No
Ability to automatically roll over up to a defined number of Annual Leave hours (which may change) and create the new calendar year leave balance for each employee	Yes	No
Ability to take all forfeited Annual Leave (not rolled over via previous requirement) from the previous year and calculate total number of hours forfeited by person and in total from all employees	Yes	No
Ability to assign a proxy for time sheet approvals in the event of supervisor absence	Yes	No
Ability to report on the percentage of lost staff time (Percent of recorded absences in a defined period versus the available time to work per the work schedule)	Yes	No
Ability to track cumulative hours paid to part time and temporary employees (who have been assigned a bucket of hours to work during the calendar year), burn rate, and potentially a graph for ideal and actual hours used	Yes	No
Ability to track cumulative hours paid to a 'Super Position' (who have been assigned a bucket of hours to work during the calendar year), hours burn rate, potentially a graph for ideal and actual hours used	Yes	No
Ability to create a report of hours worked & dollars paid by GL account, by project code, by grant code, by employee, by position	Yes	No
Ability to record time against project codes, task codes, client codes, location codes	Yes	No
Ability for employee to self-identify as a 'crew lead' or a member of a crew (and identify who the crew lead was)	Yes	No
Ability to track units of accomplishment associated with a task, such as linear feet, linear miles, lane miles, square feet, each, acres, and hours	Yes	No
Ability to capture notes related to each task recorded that are visible to time reviewer and payroll administrator	Yes	No
If TMI (Time Management Input) system is kept, ability for system to import time entries from TMI	Yes	No

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Proposal Submission

Submit one (1) proposal marked “original” and four (4) additional printed copies, for a total of five complete sets to:

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

PROPOSAL DUE DATE: THURSDAY, AUGUST 18, 2016 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

MARK OUTSIDE OF ENVELOPE: RFP-16-23 Time and Attendance System

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.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the categories are preferred, in the same order. Additional relevant information is encouraged, though proposals should not exceed 75 letter-sized pages in length.

Omissions or incomplete responses in terms of content or aberrations in form may, at the City’s discretion, render the proposal non-responsive. If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Jamie McRimmon, Administrative Support Technician, via email: jmcrimmo@ci.wheatridge.co.us

Submit fee proposals in a separate, sealed envelope. Clear and concise responses are appreciated. Redundancy is discouraged.

Submit the following information in your proposal, in this order:

1) **Signature Page and Forms**

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

2) **Qualifications of the Firm (10%)**

- a. Provide an overview of your company’s history. Include information on management, firm size, number of employees, years in business, location of working office, and other DBA’s.
- b. Provide a minimum of three references: include the name, current phone number and email address of the owner’s project manager for each project listed. Provide total dollar amount and a brief summary of the work performed, listing any sub-consultants you may have partnered with.
- c. Include any supplemental references or qualifications that may attest to your firm’s current ability to provide the required services.

- d. Demonstrate experience in overseeing and coordinating multiple, concurrent projects.
- e. Discuss your firm's familiarity working with government organizations.
- f. Provide a statement agreeing to provide and maintain insurance per the RFP requirements, if awarded.
- g. Disclose any relationships the owner or employees may have that could be construed or perceived as personal or organizational conflicts of interest.
- h. Provide a brief summary regarding your firm's financial stability. Disclose whether or not your firm or any affiliates have filed for bankruptcy or reorganization under bankruptcy laws; have been a party to legal proceedings, or have had a contract terminate for cause within the last three years.

3) Experience of Staff and Team (15%)

- a. Identify the team members and their respective roles, including any sub-consultants.
- b. Provide resumes of essential staff; indicate experience with similar projects, credentials of training, education, and certifications, and lengths of time with the company,
- c. Present a brief discussion regarding the experience and qualifications of the team working on similar projects together. Outline experience and references of the project manager on similar projects in the same capacity.
- d. Describe individual experiences with the City or other government agencies. Detail experience in the Denver metropolitan and other areas in Colorado.
- e. Describe the unique strengths and relevant experience your firm offers.

4) Approach, Timelines, and Current Workload (40%)

- a. Provide information on current and projected (next 6 months) workload and how this project will be accomplished within that framework, outlining various phases, if any.
- b. Detail your approach in managing work to meet project deadlines, or an expedited schedule if needed.
- c. Identify any foreseeable problems in the implementation of the program.
- d. Describe how the objectives identified will be achieved.
- e. Demonstrate your understanding of the technical requirements.
- f. Discuss your customer service philosophy and your firm's approach toward client communication and reporting.
- g. Discuss quality control methodology, implementation recommendations and assurance of quality.
- h. Discuss your firm's billing procedures, claims processing, reporting, collection, and customer service policies.

5) Fee Schedule (35%)

- a. Provide a detailed statement of fees including individual rates for partners and support staff. Include all reimbursable expenses, which should be assumed to be billed at cost, without mark-up.
- b. List pricing for any or all of the requested services.
- c. Include estimated hours (or flat-fee) to accomplish each stage of implementation and integration, as well as details regarding other aspects of your proposed solution.
- d. Detail any value-added services such as reporting, training, public outreach, educational programs, resources, health and safety programs, investments, or service at public events.
- e. Rates are negotiable.

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. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs. Fee proposals will be opened following the initial ranking of proposals.

IV. SELECTION PROCESS

The selection committee may either recommend an award based on the proposals alone, or elect to short-list firms and conduct interviews. The award shall represent “best value” to the City.

The short-list process may include written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.

- 1) **Short List:** Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
- 2) **Oral Interviews:** It is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm’s previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.
- 3) **Fee Proposals and Final Selection:** The City will attempt to negotiate a contract with the highest ranked firm, following the interview process.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local, and by our clock. Proposals will be validated (stamped) with time and date upon receipt.

Event	Anticipated Date
RFP Issued	July 14, 2016
Inquiry Deadline	August 4, 2016
Final Addendum Issued	August 9, 2016
Proposal Due Date and Time	August 18, 2016 by 4 PM, our clock
Short List	August 30, 2016
Interviews (if needed)	September 7, 2016
Negotiation of Contract and CAF	September 9, 2016
Council Approval	September 26, 2016
Project Start Date	Mid-October, 2016
Complete Implementation/In Use	1 st quarter of 2017 (Date TBD)

VI. ADMINISTRATIVE AND OFFEROR INFORMATION

- 1) **PROPOSAL OPENING, EVALUATION, AND AWARD**
 There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening, and 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) **SALES AND USE TAXES**
 Don’t include sales or use tax in your proposal, as the City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request.
- 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 or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

4) **RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer’s financial responsibility. This may include financial statements, bank references, and interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5) **NO COMMITMENT BY THE CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or to 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 and price 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 and shall give his or her 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 coverage, as follows:

Type of Insurance	Minimum Limits of Liability
Standard Worker’s Compensation and Employer’s Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado.
Comprehensive General Liability Insurance	\$250,000 each person \$1,000,000 each occurrence
Comprehensive Automobile (owned, hired, and non-owned vehicles) <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$1 million per occurrence

The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.

The successful proposer shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under the 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.

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 for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

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 of 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 has 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 its 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—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 City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials 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 (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, materials(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 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 United 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 words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” and “proposer” refer to 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 as such 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. 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. An entire proposal shall not be considered proprietary.

20) **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 contract 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.

21) **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 submitting 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 materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

22) **PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE**

The City reserves the right to the following:

- 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 of Wheat Ridge.
- Alter the scope of work reasonably and RFP documents until a contract is executed.

23) **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.

24) **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

The 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. Additionally, the 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.

25) **PROMPT PAYMENT DISCOUNTS**

In determining the most responsive price 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.

26) **OWNERSHIP OF CONTRACT PRODUCTS**

All products produced from the awarded contract shall be the sole property of the City.

27) **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 1st 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.

28) **INDEMNIFICATION**

The consultant 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 consultant to provide services pursuant to the terms of this agreement.

29) **INDEPENDENT CONTRACTOR**

The consulting 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 reason.

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 United 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) **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, 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.

32) **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.

33) **SECURITY ACCESS CARDS**

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

34) **SAMPLE AGREEMENT**

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE



**RFP-16-23
TIME and ATTENDANCE SYSTEM**

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 on 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-16-23
TIME and ATTENDANCE SYSTEM

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 _____, 2016

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-16-23
TIME and ATTENDANCE SYSTEM
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-16-23 TIEM and ATTENDANCE SYSTEM**, 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.

Completion shall be within _____ (__) **CALENDAR DAYS** or by _____.

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 as full payment for such services, as follows: _____

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.

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
Standard Worker's Compensation and Employer's Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado.
Comprehensive General Liability Insurance	\$250,000 each person \$1,000,000 each occurrence
Comprehensive Automobile (owned, hired, and non-owned vehicles) <ul style="list-style-type: none">• Bodily Injury• Property Damage	\$1 million per occurrence \$1 million per occurrence
<i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i>	

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 Contractor certifies that he/she shall comply with the provisions of CRS 8-17.5-101 et 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)(l). 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-16-23
TIME and ATTENDANCE SYSTEM**

PRICE SCHEDULE

ATTACH YOUR DETAILED PRICE SCHEDULE

NAME OF FIRM: _____

ADDRESS: _____

CHECK-LIST:

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

- Proposer Information Sheet _____
- Acknowledgment of Addendum (if any) _____
- Illegal Alien Certification Form _____
- Non-discrimination Form _____
- Return pages 7-10 (Yes/No clearly marked) _____

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.