

**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS FOR AN  
ASSET MANAGEMENT SYSTEM**

**Purpose of Request for Proposal:** The City of Delta, Colorado is situated on the west slope of the Colorado Rockies in a rural, agricultural setting. The City serves as the County Seat and has a population of approximately 9000. (Basic City statistics are contained in Exhibit A.) The Public Works and Utilities Department is searching for an integrated asset management system (System) that will better serve its needs. The department currently uses several types of independent asset tracking systems, including simple software programs, *Excel* spreadsheets assembled by staff, and paper systems. The intent of the System is to evolve from a combination of independent tracking mechanisms to an integrated, work order-based system. The new System will provide the optimal combination of technology, efficiency, simplicity, functionality, serviceability, support, and price that is well suited for the size of the City and its infrastructure.

**Asset Management System Objectives:** The City is seeking to significantly streamline its asset management processes within six months of the new System installation. The new System would incorporate asset management for the PW and Utilities divisions of Wastewater Collection, Water Distribution, Municipal Power and Light, Streets and Stormwater, and Refuse Collection. (Fleet and Wastewater Treatment are not included at this time but may be considered in the future.)

Project objectives include:

- Improve service responsiveness and accountability
- Improve data integrity
- Reduce staff hours spent on trips to City Hall for paper work orders
- Seamless data migration from existing systems
- Seamless addition of modules in the future including mobile device operation

**Existing Asset Management Systems and Additional Needs:**

Utility lines and appurtenances, streets, pavement condition (using PASER methodology) and pavement treatments are recorded in the City's GIS system.

Utilities:

- *PowerManager* is being utilized to manage inventory items for sewer, water and municipal light and power. Migration of this information is desired.
- Municipal Light & Power currently uses *Excel* spreadsheets to track assets and maintenance scheduling. Migration of these tasks is desired.
- Wastewater Collection performs sewer line inspections with a CCTV system. A simple interface with this system would be considered.
- Integration of the *Hurco Valve Star* Software for scheduling of preventive maintenance of water valves (e.g. valve exercising) is desired.
- Capability to integrate facilities maintenance including the wastewater treatment plant

at some point in the future.

Utilities Department Work Order Generation and Tracking is currently being performed using paper, and tracking is inconsistent using the existing financial software (American Data Group or ADG). Simple integration with ADG, using a minimum number of steps, is required. Desired system attributes are as follows:

Work order-based with the following capabilities:

- Work order history by location and/or asset
- Work order assignment to multiple employees
- Separate/sort work orders by department
- Multiple tasks on one work order
- Work order prioritization
- Link new work request to an existing work order.
- Approval routing
- Parts and labor costs
- Work request- Allow unlimited designated users to submit a work request. Request can be used to generate work orders.
- Date created, ID of work order creator, customer contact information (physical address, phone number, email address), work order number, purpose/issue, asset ID and description, priority account ID, schedule, due and completed, description of work completed, assigned staff, hours/cycle dates,

Reports:

- Customized reports
- Ability to download reports in several formats including *pdf*, *Word* and *Excel*.
- Real time reporting for overdue work orders and downtime by assets.

New System Fixed Assets and Inventory Tracking Desired Attributes:

- Link parts to asset
- Asset attributes to include cost, part number, part type, maintenance cost, condition, history, schedules, etc.
- Configure assets categories
- Configurable asset status (inactive, active, retired etc.)
- Import photos and other file types
- Asset depreciation
- Warranty tracking and asset components (Track installation dates, warranties of installed inventory items and warranty reminder alerts)
- Track asset operation outage and downtime
- Track vendor history
- Track inventory on hand quantity, reorder, overage, alternate parts, inventory count sheets
- Set maximum and minimum ordering amounts
- Bar coding with wireless scanner is desired

- Preventive maintenance scheduling by individual or mass assignment
- Customize PM and task titles and schedules

The following are examples of asset record detail desired and are not all inclusive. Proposals should present a summary of capabilities.

#### Utility Meters:

- Record of meter status
- Record of work on meters by date and ability to sort by type of work conducted - new, exchange parts, e.g. register, transmitter
- Record of meter reading at the time of any status change or parts exchange

#### Utility Taps:

- Track status of existing and new utility taps

#### Utility Locates:

- Track/record locate requests, completion dates and times, and staff who completed locate
- Send automatic confirmation email to 811 once locate is complete
- Log data as required by State regulations (Damage Prevention Program)

#### Cross Connection Control/Back Flow Prevention:

- Notification of testing due
- Testing schedule
- Testing records by location
- Provide testing results, history

#### Grease and Sand Trap Inspection:

- Track inspection by location, date and time
- Track cleaning records/history

#### Municipal Power and Light Data:

- Inventory of substations, transformers, generators and auxiliary equipment
- Street Light Data:
  - Inventory of street light components including fixtures, arms, bases, poles, lamps
  - Record of multiple assets on a single support
  - Ability to recall and view records for units on a single circuit
- Utility Pole Attachments:
  - Ability to inventory all poles including attachments of all outside parties leased space

#### Water Distribution, Sewer Collection and Stormwater System Data:

- Inventory by ID/number of valves, hydrants, pump stations, storage tanks, manholes, lift stations, inlets, culverts, outlets, etc.
- Ability to track status, condition, date of installation, replacement

Refuse Container Records:

- Record refuse container number and type by address
- Ability to track exchange, condition

General:

- System password for each department
- Capability to customize the system to allow for inclusion of specific or additional information without having to get assistance from the vendor

**Project Scope of Work:**

**1. System Goals**

The overall goal of the new System is to provide a platform for the evolution from a combination of independent tracking mechanisms to an integrated, work order-based system. The new System will provide the optimal combination of technology, efficiency, simplicity, functionality, serviceability, support, and price that is well suited for the size of the City and its infrastructure. System requirements include:

- Intuitive User Interface – Easy for average/occasional user to utilize
- Support for Repetitive and Ad Hoc tasks
- Flexible Work order creation
- Open standards reporting tool
- More efficient method of managing incoming citizen service requests and work orders
- Migration of existing data from various databases and spreadsheets
- Interface with City Financial Software, ADG

**2. City Expectations of Vendor**

The goal of the City is to select a vendor that will gain an in-depth understanding of the City's existing systems and provide a high level of customer service throughout project implementation, training, start up and ongoing services. Requirements include:

- Project initiation within 2-weeks of executed contract
- Continuous project implementation until complete, as proposed in project schedule
- Vendor long-term commitment to responsive user support and training
- Timely maintenance of software licenses and upgrades of hardware and software.
- Well defined issue escalation process
- Availability of a variety of training mechanisms including on-line, training manuals and a help desk type platform

## **Instructions to Proposers**

**Submittal Location and Deadline:** Three hard copies of all material must be submitted by **3:00 p.m., December 7, 2018**, addressed to Betsy Suerth, Public Works & Utilities Director, 360 Main Street, Delta, Colorado, 81416.

**Submittal Date Deadline:** December 7, 2018 by 3:00 p.m.

**Required Proposal Content:** Proposals shall be limited to **10 pages total**, including resumes/biographies of staff, and organized in the order listed below. Proposals that do not meet this criteria will be rated accordingly.

1. Cover Letter: A cover letter shall be provided including vendor's interest in the project, the contact information of the person who will serve as the firm's principal contact with City staff and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.
2. Company Information: Include information such as age of company, number of employees, number of service technicians and number of asset management systems installations in the public sector. Also include parent company, subsidiaries, related entities and affiliates, as appropriate.
3. Key Personnel: Submit resumes and list of references of all those who will be involved in completing the scope of services for this project including the Project Manager. Include this same information for any designated sub-contractors.
4. In summary form address how your system can meet the goals, objectives and provide the desired attributes as listed above.
5. Describe:
  - Project approach
  - User interface capabilities
  - Licensing options
  - Hardware/software requirements
  - Warranty/Maintenance/Support
  - Training Plan

- a) Formats of training manuals/troubleshooting or help menus
  - b) Support staff availability by phone during business hours
  - c) Training materials, ongoing/continuing education programs
6. References: List projects your firm has completed within the past five (3) years, with emphasis on organizations similar to the City of Delta. With each reference, include the name, address, person(s) to contact, telephone number, email address and a description of the project.
7. Project Schedule: Present an implementation schedule for the proposed system, including deliverables and dates, milestones, task relationships and dependencies, and project timeline.
8. Total Cost: Proposals must include an itemized price list with, at a minimum, the following:
- a. Enterprise Asset Management System Software
  - b. Licensing for up to 25 users and 15 devices; specify options and requirements
  - c. All required servers and specifications; other hardware
  - d. Annual Maintenance, Support and Upgrades
  - e. Project Management
  - f. Other Professional Services (including Training on a per-day basis)
  - g. Hourly cost for data conversion services
  - h. Customization/Additional System Functionality
  - i. Total initial price of the proposed system: includes all costs pertinent to Licensing, Software, Installation, Maintenance and Training
  - j. Estimated travel and reimbursable expenses
  - k. Mobile device requirements
  - l. Hourly Rate sheet
9. City Responsibilities: Identify all services and infrastructure that are expected to be provided by City of Delta.
10. Additional Information: Provide any additional information that will aid in evaluation of the Vendor's qualifications with respect to this project. Include any relevant vendor-supplied specifications and data sheets.

## **Proposal Selection & Evaluation**

Within 6 business days of proposal receipt, an evaluation team made up of city staff will review and rate all proposals using the following criteria:

<b>Vendor Qualifications</b>	Possible points
Understanding of the project	10
Experience & Qualifications	25
Price	25
Work Plan & Approach	30
Project Schedule	10
Total Points	100

Proposals should demonstrate full understanding of the project objectives, goals and City expectations of the selected vendor. Ratings will be based on demonstrated insight, practical experience, technical knowledge, and the ability to perform in a timely manner. Interviews by phone and/or in-person may be performed if needed to better assess each firm's ability to deliver a high quality System.

This Request for Proposal does not commit the City of Delta to award a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The City of Delta reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with all qualified firms, and to cancel or change the Request for Proposal. **A copy of the City of Delta's required contract for professional services is included in Exhibit B and should be reviewed prior to submittal of proposal. Any changes requested to the form should be specified in the proposal and will be a factor in the selection.**

**Note: All respondents must initially represent themselves solely by their written submittal. City representatives shall not be contacted directly by vendors before proposal submittal. The responses to this Request for Proposals will be reviewed by a Selection Committee. Based upon the Selection Committee's findings, interviews by phone or in-person may be conducted**

with the vendors. Prior to final selection, the City shall have the ability to evaluate a demo version of said software and require more in-depth information regarding the proposed system.

**Proposed Schedule**

Release RFP	October 31, 2018
Advertise in Delta County Independent	November 6 and 13
Deadline for Questions, 12:00 p.m.	November 21, 2018
Addendum Issued, if necessary, 4:00 p.m.	November 29, 2018
Proposal Deadline, 3:00 p.m.	December 7, 2018
Completion of Proposal Evaluations	December 14, 2018
Interviews if necessary	December 17 and 18, 2018
Notice of intent to award contract	December 20, 2018
Bid awarded contingent upon City Council Approval and 2019 budget funding	January 9, 2019
Implementation	January – June 2019

**Deadline:** Three hard copies of all material must be submitted by **3:00 p.m., December 7, 2018**, addressed to Betsy Suerth, Public Works & Utilities Director, 360 Main Street, Delta, Colorado, 81416. Proposals shall be limited to a **total of 10 pages**.

**Inquiries:** Any questions regarding this request for proposal please **submit via email only** to:

[betsy@cityofdelta.net](mailto:betsy@cityofdelta.net)

**(All questions and answers will be distributed to all potential bidders.)**



**Exhibit A**  
**Divisions of Public Works and Utilities**  
**Core Services**

Streets: Maintain 60 centerline miles streets, signage, curb, gutter and sidewalks.

Mountain Water (Source and Distribution): Maintain 20 miles of distribution lines, several reservoirs, head gates and pressure boxes.

Domestic (Treated) Water Distribution: Maintain 96 miles of water distribution lines with appurtenances, 2 storage tanks and 2 pump stations.

Wastewater Collection: Maintain 66 miles of wastewater collection lines with appurtenances.  
Waste Water Treatment: Operate and maintain the rotating biological contactor (RBC) mechanical treatment facility with primary and secondary clarification, aerobic solids digestion and chlorine disinfection.

Stormwater Conveyance (both surface and underground infrastructure) Maintain 26 miles of stormwater lines and many detention ponds.

Refuse: Service 4000 residential and 250 commercial containers for 4600 pick-ups per week

Municipal Power and Light: Maintain 49 miles high voltage lines, 4.7 miles transmission line, distribution transformers, meters, street and security lights, 2 substations and 2 shared substations.

Internal Services

*Fleet*: Maintain 200 vehicles and equipment.

*Facilities*: Maintain 13 buildings totaling 54,300 SF.

Project Management

Execute numerous projects ranging from \$20,000 to \$500,000 in value for a total of \$1M to \$3M annually.

## Exhibit B - City of Delta Professional Services Agreement

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Delta, State of Colorado, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Professional."

#### WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES

The Professional agrees to provide services in accordance with the Scope of Professional Services and Fee Schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement and completed with due diligence thereafter. Time is of the essence in this Agreement. Provided, however, that any payment obligations of the City for fiscal years after the year in which this Agreement is executed is subject to and contingent upon annual budgeting and appropriation by City.

3. PROFESSIONAL RESPONSIBILITY

The Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings and other services rendered by the Professional, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. The Professional represents that it has the special expertise and background necessary to provide the City with the services listed on Exhibit A, and the City is expressly relying on the technical and professional expertise of the Professional.

4. COMPLETION

In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay the Professional in accordance with the Provisions included in Exhibit "A", including the not-to-exceed amount, if applicable. Monthly partial payments based upon the Professional's billings are permissible. The amounts of all such partial payments shall be based upon the

Professional's progress in completing the work described in the Scope of Services and Fee Schedule attached hereto as Exhibit "A". Final payment shall be made following acceptance of the completed scope of work by the City.

5. CITY REPRESENTATIVE

The City hereby designates \_\_\_\_\_ as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.

6. INDEPENDENT CONTRACTOR STATUS

Professional and any persons employed or retained by Professional for the performance of work hereunder shall be independent contractors and not agents or employees of the City. Any provisions in this Agreement that may appear to give the City the right to direct Professional as to details of doing work or to exercise a measure of control over the work mean that Professional shall follow the direction of the City as to end results of the work only..

A. Professional is providing services independently and, therefore, is not an employee, partner, or joint venturer with City, and neither party has the authority to bind the other in any respect. Professional warrants to City that Professional understands the difference in status between an independent contractor and an employee, and Professional acknowledges and stipulates that Professional is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that City shall not withhold from Professional unemployment insurance, social security, taxes or any other withholdings. Professional agrees to be responsible for all such payments required by law.

B. Taxes. Professional acknowledges and agrees to report all payments received from City on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Professional will indemnify City for any such payments required but not paid.

C. No Insurance or Benefits. Professional acknowledges and agrees that it is not covered by any of City's insurance, including City's workers' compensation coverage, and is not entitled to any benefits otherwise provided to City's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits. During

the Term of this Agreement, Professional will carry any insurance required by law, including, without limitation, professional liability insurance and general liability insurance.

7. PERSONAL SERVICES

It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

8. ACCEPTANCE NOT WAIVER

The City's approval of drawings, designs, plans, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the technical accuracy of the work. The City's approval or acceptance of, or payment for, any services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

9. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

10. REMEDIES

In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. In the event the Professional fails or neglects to carry out the work in accordance with this Agreement, the City may elect to make good such deficiencies and charge the Professional therefore.

11. TERMINATION BY CITY

City may terminate this contract at any time for its convenience. Professional shall be paid pro rata for work completed to the date of termination pursuant to Exhibit "A".

12. INSURANCE

The Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 13. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 13 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Professional pursuant to this Section 13. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph. Regardless of the limitations set forth herein, such insurance shall at a minimum meet the required limits under Colorado law.

B. Commercial General Liability insurance with a minimum combined single limits of NINE HUNDRED NINETY THOUSAND DOLLARS (\$990,000) aggregate for each occurrence (THREE HUNDRED FIFTY THOUSAND DOLLARS, \$350,000, per injured person), but in no event shall the policy reflect amounts less than those set forth in the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-114, as may be adjusted from time to time. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Professional's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Paragraph (C) shall be met by each employee of the Professional providing services to the City under this Agreement.

D. Professional malpractice insurance in the amount of \$500,000 per claim, as applicable.

The policy required by Paragraph (B) above shall be endorsed to include the City and its officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance required by the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The completed certificate of insurance shall be sent to the City.

Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Professional to the City upon demand, or the City may offset the cost of the premiums against any monies due to Professional from the City. The City reserves the right

to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, {24-10-101 et seq., 10 C.R.S., as from time to time amended}, or otherwise available to the City, its officers, or its employees.

13. INDEMNIFICATION

The Professional agrees to indemnify and hold harmless the City, its officers, employees and insurers, from and against all liability, claims, and demands, including costs of defense and attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the omission, error, professional error, mistake, or negligence, of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arise out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional.

14. OPEN RECORDS

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Professional and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The City is subject to and bound by the Colorado Open Records Act, § 24-72-101 et seq. C.R.S. Any and all documents Professional prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by the Professional. The Professional hereby waives any claims of any kind whatsoever against the City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

14. APPROPRIATION

No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation under applicable Colorado law.

15. NOTICE

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section.

TO CITY:                       City of Delta  
                                       360 Main Street  
                                       Delta, Colorado 81416  
                                       Attn: City Manager

TO PROFESSIONAL:

16. ADDITIONAL PROVISIONS

SPECIAL PROVISIONS UNDER C.R.S. SECTION 8-17.5-101.

This paragraph shall apply to the extent that Professional's performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Professional warrants, represents, acknowledges, and agrees that:

Professional does not knowingly employ or contract with an illegal alien.

Professional shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Professional that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.



Professional has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Professional does not employ illegal aliens. If Professional is not accepted into E-Verify prior to entering into this Agreement, Professional shall forthwith apply to participate in E-Verify and shall submit to the CITY written verification of such application within five (5) days of the date of this Agreement. Professional shall continue to apply to participate in E-Verify, and shall certify such application to the CITY in writing, every three (3) months until Professional is accepted or this Agreement is completed, whichever occurs first. This Paragraph 16.1(c) shall be null and void if E-Verify is discontinued.

Professional shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Professional shall be required to:

notify the subcontractor and the CITY within three (3) days that Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Professional shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

If Professional violates this Paragraph 17.1, the CITY may terminate this Agreement for breach of contract. If this Agreement is so terminated, Professional shall be liable for actual and consequential damages to the CITY arising out of said violation.

This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for any dispute arising out of this Agreement shall be in the District Court for Delta County, Colorado.

Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys fees, expenses, and court costs. All rights concerning remedies and/or attorneys fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF DELTA, COLORADO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

PROFESSIONAL

By \_\_\_\_\_

Reviewed by the Delta City Attorney this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
City Attorney