

CITY OF THORNTON

REQUEST FOR PROPOSALS

FOR

HEARING OFFICERS

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I. REQUEST FOR PROPOSALS

The City of Thornton (“City”) seeks proposals from qualified candidates to serve as a Hearing Officer for various municipal administrative hearings as set forth in this Request for Proposals (“RFP”).

Questions regarding RFP requirements must be received by the City Clerk’s office, in writing at clerk@thorntonco.gov by 5:00 PM MST on September 15, 2020. Oral and late questions will not receive responses.

Proposals must be received no later than 5:00 PM MST September 18, 2020. Proposals shall be submitted electronically to clerk@thorntonco.gov or by mail at the City Clerk’s Office, 9500 Civic Center Drive, Thornton, CO 80229.

II. SCOPE OF SERVICES

- A. Subject Areas. Hearing officers will be appointed by the governing body in the following subject areas listed below by way of example not limitation. The initial term of the agreement is anticipated to be for one year with the option to renew for four additional years, or as otherwise determined by City Council. Fees and other terms will be established by the appointing documents.
1. Marijuana Licensing
 2. Liquor Licensing
 3. Building Code Advisory Board
 4. Other subject areas under the Thornton City Code

The City does not currently experience a high volume of hearings in most areas.

B. Services.

1. Hearing officers will coordinate and conduct hearings and issue decisions regarding disputes arising under the City’s Charter or Municipal Code within the subject matter assigned. The hearing officer’s work may include anything which is reasonably necessary to a timely, professional, and fair decision-making process to the extent authorized by the Charter or Municipal Code, except where delegated to another person, including ruling on pre-hearing motions; conducting prehearing conferences, hearings, and research; evaluating evidence; reading briefs, exhibits and other written materials; issuing evidentiary rulings; administering oaths; issuing subpoenas and orders regarding discovery; and drafting findings, conclusions, rulings, orders, and determinations.

2. Hearing officers may draft procedural rules or adopt procedural orders to govern hearings assigned to them.
 3. Hearing officers will confirm the absence of conflicts before undertaking any new matters for the City.
 4. Hearing officers will inform and seek the consent of the Clerk of the Council before representing another client in any matter directly adverse to the City or any of its boards or commissions (e.g., transactions, negotiations, proceedings or other representations involving specific parties).
 5. Hearing officers will provide all labor, equipment, and materials to perform the services.
 6. Hearings will occur at the City's Civic Center or electronically as approved by the Clerk of the Council. City staff may provide limited administrative support for scheduling and records.
 7. Hearing officers will maintain all the necessary insurance policies including professional liability insurance.
- C. Qualifications. The hearing officer should be an attorney licensed to practice law in the State of Colorado, practiced law for at least 10 years, and should have experience as a hearing officer, arbitrator, judge, presiding over 15 (or more) evidentiary hearings and/or trials to final ruling as a hearing officer or judge. The candidate's experience should include at least 7 years of litigation experience, including three years of experience with administrative and/or government-related work. Experience in municipal law and specific subject areas is desired.

III. PROPOSAL REQUIREMENTS

The Proposals should not exceed 10 pages and should include the following information along with any resume or other material the Respondent desires to submit:

- Respondent's name, address, e-mail address and telephone number.
- The subject areas in which the Respondent proposes to serve as a Hearing Officer.
- The Respondent's qualifications to serve as a Hearing Officer in the proposed subject areas.
- The Respondent's relevant experience as a hearing officer, judge, or arbitrator.
- At least 3 references for other agencies for which the Respondent has served as a hearing officer, judge, or arbitrator.

- At least three writing samples, including one or more decisions authored by the candidate
- The Respondent's proposed rates, including any additional costs if not included in an hourly rate.
- Any potential conflicts or other matters (e.g., substantial practice areas, capacity, compensation arrangements, personal or business relationships, etc.) that may limit the Respondent's ability to serve as a Hearing Officer or act in an impartial and fair manner or that would create a conflict of interest. Include any matters in which you have represented persons adverse to the City.
- Any requirements or conditions necessary for the Respondent to serve as a Hearing Officer.

IV. SELECTION

The governing body will evaluate Proposals based on qualifications, experience, references, conflicts and other limitations, and fee.

Interviews may be requested once Proposals have been reviewed. The City may contact references provided with the Proposal. The City reserves the right to request clarification or additional information from Respondents and to consider independently obtained information.

The governing body will select the Respondent determined to be in the best interest of the City in its sole discretion. The City anticipates selecting more than one hearing officer but at least one hearing officer for each subject area. Individuals may be selected as the hearing officer or alternate hearing officer in more than one subject area. Final decisions will be made by the governing body.

Selection of any hearing officer is dependent on approval in accordance with applicable City laws and policies. The City's decisions are final and without recourse to any Respondent.

V. GENERAL REQUIREMENTS OF THE SUCCESSFUL RESPONDENT

The successful Respondent shall enter into an Agreement with Thornton in the form attached hereto as and incorporated by reference herein.

The successful Respondent will be required to maintain insurance coverages for the duration of the term period as outlined in the Agreement.

The successful Respondent shall be prohibited from assigning or subcontracting the whole, or any part of the Agreement, without the prior written consent of Thornton.

The successful Respondent shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment

against any person otherwise qualified solely because of race, color, creed, religion, national origin, ancestry, gender, physical or mental disability, or age.

The successful Respondent will operate as an independent contractor and will not be considered employees of Thornton.

VI. MISCELLANEOUS

The issuance of this RFP and the receipt and evaluation of Proposals do not obligate the City to select a Respondent, to enter into any agreement, or to pay any costs incurred in responding to this RFP. No Proposal shall constitute business terms of any eventual agreement except as expressly agreed by the City. The City reserves the right to modify this RFP or the selection process, to cancel this RFP, to reject or accept any Proposal, and to waive any informalities or irregularities in any Proposal, without liability, at any time.

All Proposals shall become the property of the City, will not be returned, and will become a public record. Respondents may request parts of their Proposals to remain confidential by indicating such in the Proposals and on the appropriate proprietary or financial pages. The City will take reasonable steps to keep confidential only documents actually protected from disclosure under the Colorado Open Records Act ("Act"), including notifying the Respondent of a request and allowing the Respondent to take steps to prevent disclosure. Under no circumstances may an entire Proposal be marked or identified as proprietary.

By submitting a Proposal, each Respondent agrees to release and hold the City harmless from any claims arising from the release of proprietary information not clearly designated as such by the Respondent, where the City has notified the Respondent of a request, and from the release of documents not protected from disclosure under the Act.

VII. INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed in writing to:

The City Clerk's office, in writing at clerk@thorntonco.gov by 5:00 PM MST on August 17, 2020. Oral and late questions will not receive responses.

- A. Discrepancies\ Omissions. If a Respondent finds discrepancies in or omissions from the RFP, or should require additional clarification of any part thereof, a written request for interpretation shall be submitted to the City Clerk's office. Any interpretation of or change made to the RFP will be made by written addendum to each proposing Respondent, and will become part of the RFP and of any Contract awarded. Thornton will not be responsible for the accuracy of any other ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses will be provided in writing, with responses being made available to all Respondents. To be given consideration, inquiries must be received at least 10 calendar days prior to the date established for the submission

of the Proposal. It shall be the responsibility of each Respondent to verify that every addendum has been received prior to submitting Proposals.

- B. Submittal Date And Location. All Proposals must be received by prior to 5:00 p.m. local time on **September 18, 2020** either to clerk@thorntonco.gov or by mail to the City Clerk's Office, 9500 Civic Center Drive, Thornton, CO 80229..

Respondent's name and address shall also appear on the outside of the sealed envelope containing the Proposal. If the Proposal is sent by U.S. mail or courier service, the Proposal shall be contained in a sealed inner envelope or box, which is then inserted into the mailing envelope or box. Indicate "**Enclosed is Request for Proposals for Hearing Officer**" on the outside of the mailing envelope or box.

Arrangements can be made for candidates that would like to physically drop off their proposals at City Hall. Please contact the City Clerk's Office at 303-538-7309 24 hours in advance to schedule the physical submission.

- C. Late and Electronic Proposals. Late Proposals will not be accepted under any circumstance, and any Proposal so received shall be returned to the Respondent unopened. In addition, Proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Respondent will be expected to allow adequate time for delivery of their Proposals either by airfreight, postal service, or other means.
- D. Confidential and Proprietary Information. Prior to Award, any information contained within the Proposal may be held confidential and proprietary by Thornton as solely determined by Thornton. After Award, the information within the Proposal becomes public information with the exception of information that has been clearly marked as confidential and proprietary by the Respondent. Any information marked confidential shall comply with Colorado's Open Records Act and other applicable statutes. Thornton shall be held harmless from any claims arising from the release of confidential and proprietary information not clearly designated as such by the Respondent. In general, it is not acceptable to Thornton to mark information other than financial statements, project financing data, litigation history, tax audit history, or client lists as confidential and proprietary. Further, it is not acceptable to mark price proposal information as confidential and proprietary. Failure to adhere to these restrictions may result in the Proposal being deemed non-responsive.
- E. Definition, Context, and Gender. Unless otherwise specified in this document, all words shall have a common meaning 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 of 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.
- F. Conditions Of Proposal Submittal

1. All Respondents shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the Proposal.
2. The Proposal must be signed by the Respondent submitting the Proposal.
3. No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to Thornton, or that otherwise may be deemed irresponsible or unresponsive by Thornton staff or Thornton City Council.
4. Only one (1) Proposal will be accepted from any person, firm, or corporation. If multiple options are requested or offered, each option must be submitted under a single Proposal and in a single envelope or box.
5. All terms and prices quoted must be firm for a period of 30 calendar days from the Proposal submittal date or until Award, whichever is sooner.
6. Thornton reserves the right to reject any and all Proposals, or any part thereof. The right is reserved to waive any formalities, or informalities contained in any Proposal, and to award the Project to the most responsive and responsible Respondent as deemed in the best interest of Thornton.
7. All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.
8. All costs, including travel and expenses incurred in the preparation of this Proposal, shall be borne solely by the Respondent.
9. Section 7.4 of the Thornton City Charter prohibits Thornton from entering into any Contracts involving an amount in excess of one hundred dollars (\$100) in which an elective or appointive officer or any member of the officer's family has any pecuniary interest, direct or indirect. Certain other restrictions may also apply to Contracts in which an employee, member of a board or commission, City Council Member or member of same's family has an existing or pending financial or personal interest. For the purposes of this Charter Section, a domestic partner shall be considered a family member. Therefore, the Respondent shall submit the following declaration contained in Exhibit 1, Acceptance of Conditions Statement, with the Proposal:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending direct or indirect financial, pecuniary, or personal interest in the Respondent or this RFP, except as follows: _____

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10. Thornton reserves the right to negotiate final terms with the selected Respondent that may vary from those contained in this document.
 11. Thornton reserves the right to request a client list from the Respondent, for the purpose of determining potential conflicts of interest. Said list shall be considered proprietary.
 12. Thornton will not return Proposals, or other information supplied to Thornton, to the Respondent.

G. Evaluation of Proposals. All Proposals will be evaluated by the City Clerk's office. Proposals shall be evaluated on the basis of the Evaluation Criteria noted herein. Qualifications, experience, and the applicability of solutions offered to meet Thornton's needs will be the major factors determining the selection, with pricing being secondary. In addition, other pertinent information which becomes available during the evaluation, interview, or negotiations may be considered in the evaluation. The Respondents selected for the Award will be chosen on the basis of the apparent greatest benefit to Thornton, and not necessarily on the basis of lowest price. The governing body shall make the final determination of the Respondent selected.

H. Evaluation Criteria

Proposals shall be evaluated on the basis of the following criteria:

1. Responsiveness to the needs of Thornton based on the Scope of Services offered by Respondent.
2. Responsibility of the Respondent.
3. Experience of the Respondent in dealing with municipal governments of a similar size, scope, and nature.
4. The Respondent's experience and resume.
5. The degree to which the Proposal meets or exceeds the terms of the RFP.
6. Results of reference checks.
7. The Respondent's fee structure based on the services to be provided.

I. General Requirements of the Successful Respondent

1. The successful Respondent shall enter into an Agreement with Thornton in the form attached hereto as Exhibit 2 and incorporated by reference herein.
2. The successful Respondent will be required to maintain insurance coverages for the duration of the Agreement period as outlined in Exhibit 2.
3. The successful Respondent shall be prohibited from assigning or subcontracting the whole, or any part of the Agreement, without the prior written consent of Thornton.
4. The successful Respondent shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, color, creed, religion, national origin, ancestry, gender, physical or mental disability, or age.
5. The successful Respondent and its employees will operate as an independent contractor and will not be considered employees of Thornton.

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VIII. HEARING OFFICER PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20__ between the City of Thornton, a Colorado home rule municipality, in the state of Colorado, (“Thornton”), and _____ whose address is _____ (“Hearing Officer”). Hereafter, Thornton and Hearing Officer collectively may be referred to as the “Parties” or individually as the “Party.”

- A. Thornton sought out Professional Services for a hearing Officer by a Request for Proposal;
- B. The Hearing Officer responded and Thornton selected Hearing Officer after Thornton determined Hearing Officer has the requisite expertise and professional experience to perform the required Services;
- C. Hearing Officer further represents it has the requisite skills, knowledge, expertise and experience to perform the Services Thornton needs and requires during the term of this Agreement;
- D. Hearing Officer agrees to faithfully perform the Services required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by competent professionals who perform services of a similar nature.

THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the Thornton and the Hearing Officer agree as follows:

I. RECITALS AND REPRESENTATIONS

- A. **Appointment.** Thornton hereby appoints _____ to serve as Hearing Officer in accordance with [insert Citation of Charter\Code authority]; by the majority vote of the [governing body]
- B. **Duties.** The Hearing Officer will perform the duties prescribed by the Code or any rules and regulations of the City of Thornton, as may be amended from time to time.
- C. **Term.** The term of this Agreement shall commence on _____, thereafter, on the first day of _____, the term will automatically renew for four (4) years until it expires on _____, or Thornton gives Hearing Officer a written notice of termination seven (7) Calendar Days before its scheduled renewal on January 1, whichever occurs first. Hearing Officer also understands that Thornton’s obligation to renew any term of this Agreement after the first year, is

contingent on City Council appropriating funds for the next term, and if City Council does not appropriate the funds, upon giving written notice to Hearing Officer in accordance with the Termination section below, Thornton may terminate the Agreement without penalty or further obligation.

D. **Termination.**

1. **Termination for Convenience.** In the event the Agreement is terminated for convenience, Hearing Officer shall not be entitled to profit or overhead on uncompleted Services. If, however, Hearing Officer has substantially or materially breached the terms of this Agreement, Thornton may seek to exercise any and all available legal and equitable remedies.

In the event this Agreement is terminated by Thornton for convenience, Thornton shall issue a written Notice of Termination and Thornton shall pay Hearing Officer for all Services previously authorized and properly completed prior to the date of the Notice of Termination.

2. **Termination for Non-Appropriations.** In the event that the Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year beyond the initial year, Thornton may terminate this Agreement without penalty and be released of further obligations.

E. **Compliance with All Laws and Regulations.**

1. All of the Services performed under this Agreement by Hearing Officer shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Thornton.
2. Hearing Officer's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement and the Services shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though written out in full.

- F. **Avoidance of Conflicts.** The Hearing Officer shall avoid any conflict of interest and abide by the City's Charter and any other applicable Ethics Code, including the Colorado Code of Judicial Conduct. The Hearing Officer shall not have any financial interest in the operation of any person or business that is coming before the Hearing Officer or have any such interest in the same.

- G. **Independent Contractor.** The Hearing Officer shall be an independent contractor within the meaning of Colorado law. The Hearing City's The City will not instruct the Hearing Officer as to how to determine the matters that come before him or her. The Hearing Officer shall not be considered an employee of

the City for purposes of any law. Except as specifically set forth in this Agreement, the City shall not be obligated to secure and shall not provide any benefits of any kind or type to or for the Hearing Officer, including but not limited to, disability insurance, errors and omissions insurance, vacation or sick leave, or retirement contributions. Nothing contained herein shall be construed so as to limit the right of the Hearing Officer to engage in other employment or independent contractor positions, whether in the legal field or otherwise, provided that such employment or position does not create a conflict of interest with the performance of the Hearing Officer's duties to the City.

- H. **Compensation.** The Hearing Officer shall be entitled to receive the rate of pay which is authorized by Thornton, which is \$_____ per hour for all services (billable in six-minute increments) rendered in conjunction with all duties as a Hearing Officer under this Agreement, including, but not limited to time spent in preparation and attending hearings. The Hearing Officer shall be paid in accordance with the normal accounts payable practices of the City.
- I. **Reimbursable Expenses And Costs.** The Hearing Officer shall be entitled to reimbursement for for actual cost of incidental expenses incurred while performing services for the city under this agreement (e.g., copying, postage, etc.), excluding mileage and gas reimbursement for travel to and from Thornton government offices.
- J. **Article X, Section 20.** The City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The appointment and compensation recited in this Agreement do not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and all payment obligations of the City are conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Upon the failure to appropriate such funds, the appointment made hereunder shall be terminated.
- K. **Notice.** Any notice or communication between Hearing Officer and Thornton which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

THORNTON:

City of Thornton
Attention: City Attorney's Office
9500 Civic Center Drive
Thornton, CO 80229-4326

HEARING OFFICER:

- L. **Severability**. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- M. **Amendments**. The terms and conditions of this Agreement may be modified only by written amendment executed by the Hearing Officer and the City.
- N. **Governing Law and Venue**. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Adams County, Colorado.
- O. **No Waiver**. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
- P. **No Waiver Of Governmental Immunity**. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes. The Hearing Officer shall have the status of a public employee for purposes of the CGIA only, when the Hearing Officer engages in activities that are within the course and scope of his or her responsibilities as hearing officer.
- Q. **Entire Agreement**. This Agreement and any City ordinance or state statute governing the conduct and/or terms of the appointment of the Hearing Officer shall constitute the entire agreement between the Parties, and is binding upon and inures to the benefit of the Hearing Officer's heirs at law and executors.

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This Agreement is expressly subject to and will not become effective or binding on Thornton until it is fully approved and executed by Thornton.

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

CITY OF THORNTON, COLORADO:

By: _____
_____ City Attorney

Kimberly Newhart, Finance Director

ATTEST:

CITY OF THORNTON, COLORADO:

Kristen N. Rosenbaum, City Clerk

Kristen N. Rosenbaum, Clerk of the
Council

HEARING OFFICER

Signature

Print Name

Title

DRAFT

IX. PROPOSAL PREPARATION

- A. Proposals submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the Proposal to Thornton. One (1) original and 2 copies of the Proposal shall be provided by the Respondent. Clearly mark the original document as such.

- B. Proposals shall include the following:
 - 1. A cover letter stating the name, address, and telephone number of the Respondent, and bearing the signature of the person having the authority to make the Proposal for the Respondent, and bind the Respondent in a formal Agreement with Thornton.

 - 2. An executed Acceptance of Conditions Statement, which:
 - a. Affirms the acceptance of all conditions or requirements contained in the RFP;
 - b. Contains acknowledgement of all addenda issued; and
 - c. Lists the names of any of the Respondent' employees who are family members of Thornton employees, officers, board or Council members.

 - 3. A list of at least five (5) references for which similar services have been provided. Include current contact names, addresses, and telephone numbers.

 - 4. An executed Reference Authorization and Release Form.

 - 5. Any other information deemed necessary by the Respondent.

 - 6. Affidavit for a sole proprietorship or an individual. The selected Respondent will submit the Affidavit and the required identification along with the executed Agreement.

 - 7. Submittal of a Proposal shall be taken as prima facie evidence that the Respondent has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the Work is to be performed.

X. ACCEPTANCE OF CONDITIONS STATEMENT

A. Respondent indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from making Contracts with Respondents which employ certain relatives of Thornton employees unless the City Council determines that the making of such a Contract is in Thornton's best interest.

2. No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the Respondent or this Request for Proposal, except as follows (list, if any):____

3. I/we hereby agree to all instructions, terms and conditions, and specifications contained herein.

B. I/we acknowledge the following addenda (list, if any): _____

Respondent Name: _____

Address: _____

Telephone Number: _____

Submitted By: _____
(Signature)

Title: _____

Date: _____

Attest (by officer if corporation) or Notary (if individual): _____

My Commission Expires (if notarized): _____

XI. REFERENCE AUTHORIZATION AND RELEASE FORM

To: <leave blank>

By: _____, whose address is _____
(Respondent)

Respondent has submitted a sealed Proposal to the City of Thornton (Thornton) for Hearing Officer.

Respondent hereby authorizes Thornton to perform such investigation of Respondent as Thornton deems necessary to establish the qualifications, responsibility, trustworthiness, and financial ability of the Respondent. By its signature hereon, the Respondent authorizes Thornton to obtain reference information concerning the Respondent and releases the party providing such information named above and Thornton from any and all liability to the Respondent as a result of any reference information provided.

Respondent further authorizes Thornton to discuss and release any and all information regarding the Respondent's performance on its forthcoming services related to this project or other past projects upon receiving a request for such information. Respondent releases Thornton from any and all liability associated with such a release of information.

Respondent further waives any right to receive copies of reference information provided to Thornton. A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

By: _____
Signature

Title: _____

Date: _____

XII. AFFIDAVIT

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that:

Check Only One

- I am a United States citizen, **OR**
- I am a Permanent Resident of the United States, **OR**
- I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I will be performing Services under a public contract, which is a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn Affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

I, _____, City of Thornton employee, observed the identification supplied by the above named individual and affirm that it appears to be valid and is of the following form:

CHECK ONLY ONE

- Colorado Driver's License or state issued identification card.
- United States Military or Military Dependent's Card.
- Merchant Mariner Card.
- Native American Tribal Document.
- Valid Driver's License or state issued identification card bearing applicant's photograph issued by one of the following (all states are not listed here; only those that verify lawful presence): Alabama, Arizona, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, New Jersey, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Virginia, West Virginia, and Wyoming.
- Certificate verifying naturalized status issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.

____ Certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.

____ Valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security. Valid Immigration documents are as follows:

- Unexpired Foreign Passport bearing an unexpired "Processed for I-551" stamp or with an attached unexpired "Temporary I-551" visa.
- Unexpired Foreign Passport accompanied by an "I-94" indicating a specific future "until" date.
- "I-94" with refugee or asylum status.
- Unexpired "Resident Alien" card, "Permanent Resident" card, "Temporary Resident" card, or "Employment Authorization" card.

Signature

Date