

**Request for Qualifications**  
Consultant Support for Affordable Housing  
Planning Assistance



Town of Grand Lake Town  
Grand Lake Affordable Housing Planning Assistance  
Town of Grand Lake 1026 Park Avenue  
Grand Lake, Colorado 80447  
January 2025

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## Invitation To Propose

Electronic Proposals will be received by the Town of Grand Lake (the "Town") through the Rocky Mountain E-Purchasing System ("RMEPS"), until **5:00 p.m.**, local time (MST), **January 31, 2025**, for the **Grand Lake Affordable Housing Planning Assistance**. Proposals will be time-stamped by RMEPS upon receipt.

**Proposal Submittals: All bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake>**

The required Proposal documents must be received in the RMEPS submission portal on or before the Proposal due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder's sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Proposal documents after the Proposal due date and time has closed.

Proposals will be time-stamped by RMEPS upon receipt. After uploading proposal documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are "saved" but not "submitted". To verify that a Proposal has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid. The Town of Grand Lake is an Equal Opportunity Employer.

## **Project Purpose and General Background**

### **Purpose**

The Town of Grand Lake (“Town”), Colorado is seeking the services of a qualified planning consultant to bolster the Town’s planning department’s initiative to complete the Space to Create affordable creative workforce housing project and revise and review code and policies relating to the advancement of affordable housing initiatives, more generally, within the community. For this Request for Qualifications, we are seeking an experienced consultant team to manage affordable housing projects, implement a system to expedite the development review process for affordable housing projects, and generally advance affordable housing goals in Grand Lake, Colorado. The Department of Local Affairs awarded the Town funds through the Local Planning Capacity Grant Program, which is funded by the State Affordable Housing Support Fund, for the intent of this RFQ.

### **General Background**

The Town opted into the State initiative, Proposition 123, which addresses affordable housing needs around the State. As part of this initiative, the Town has received various funds to promote the Town’s Space to Create affordable housing project. The Space to Create project is intended to support the development of an already selected site for workforce housing within the Town’s downtown area. Additionally, there are two other sites preserved for workforce and affordable housing within the community. An element of this project will be to develop clear guidelines, subsequent developer Requests for Qualifications, and coordinate efforts to advance development of these various sites by creating clear programmatic tools and requirements, as well as by providing administrative support.

Additionally, the Town is seeking a full-time planner. That planner, once selected, will support other policy and administrative duties related to planning that will support this effort. The selected consultant(s) will help to administer and advance these various initiatives, including collecting public feedback, developer solicitation, and developing state and local policy requirements. In sum, the selected consultant(s) will help to advance a clear, concise, and functional affordable housing development program on behalf of the Town.

The selected consultant(s) will also help the Town in the development of RFP/Qs for upcoming projects as well as identify potential methods of cost savings and grant opportunities.

### **OBJECTIVES**

Though the Plan is to be created through the consultant’s and Town’s work together, the following are key objectives for this project:

- Develop clear steps and processes to structure and advance the project in its implementation
- Maximize the accessibility and appeal of the project design for a development partner, as well as future residents.
- Create recommendations for:
  - Affordable housing development agreements
  - Develop best project management practices for the Town
  - Identify and support adoption of development incentives

- Identify additional funding routes and capital stack options, including grant opportunities

The Town seeks to have a consultant selected by February 10, 2025, with the expectation of the work beginning in Q1 of 2025. Once a consultant is selected, the expectation is that this work is completed in no more than twelve (12) months. This timeline will help ensure that the project maintains momentum, as well as meet grant deadlines for the next step of the project process.

## Scope of Work

For the purposes of this Request for Qualifications, the following Scope of Work and guidance should be followed. Please note, the Town Planner shall be procured separately. When engaged, that Planner will support the Town Manager and elected officials in administering this program.

- **Task 1 – Data Collection and Summary:** Consultant will collect relevant data, including demographic, land use, zoning, site condition information, and housing data. This will be collected into a summary report that outlines both those properties targeted for development, including Space to Create, as well as affordable housing conditions and opportunities throughout the Town more generally.
- **Task 2 – Housing Space to Create:** A housing meeting to report on the Space to Create project, specifically, will be conducted. The goal of this meeting is to clarify roles, needs, schedules, and next steps around the Space to Create project. In advance of this meeting, the consultant will have reviewed relevant documents, interview key project participants, and developed and meeting agenda, to result in clear direction that aligns with current grant funding requirements and timelines.
- **Task 3 – Housing Policy Review and Recommendations:** Consultant will review existing municipal housing policies and make recommendations to support housing affordability. An effort to reduce complexity and obstacles to affordability will be an important element in this effort.
- **Task 4 – Town Housing Affordability for other projects:** A meeting to focus on the uses of other site opportunities for housing affordability, as well as policy recommendations within the Town. The goal will be to develop a program and schedule for those sites, as well as establish needed policy updates relative to housing needs.
- **Task 5 – Developer/Owners Representative Procurement Support for Space to Create:** The consultant will help to draft and solicit procurement of a developer or owners' representative for the Space to Create project. This entity will be responsible for advancing the project through completion on behalf of the Town.
- **Task 6 – Project Administrative Support:** The consultant will support reporting, grant guidance adherence, and other administrative needs related to the grant and this project throughout.

Creative tools and approaches to this Scope of Work are encouraged as part of the submittal requirements. These are to be taken as a minimum expectation. If scope items may be combined, or

important and useful elements should be added, please indicate so in the proposal submission.

### **Codes and Code Compliance**

The awardee is required to comply with the Town of Grand Lake approved codes. Code review and compliance is subject to Town procedures and protocols.

### **Submittal and Evaluation Criteria**

All submitted Proposals shall be signed by the Bidder and must include the Bidder's contact name, business name, address and telephone number. A complete list of partners must be included with the proposal. Proposals by a corporation must be signed in the official corporate name, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. Corporations must designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process. All Proposals must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake>.

Please Note: Addenda may be issued for this RFP/Q and will be posted online at <https://www.bidnetdirect.com/townofgrandlake>. Bidders shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Bid Documents. Failure to submit such responses may result in disqualification of the respective Bid.

The RMPES website offers both "free" and "paying" registration options that allow for full access of the Town's documents and for electronic submission. (Note: "free" registration may take up to 24 hours to process. Please plan accordingly.)

The Town does not guarantee accurate information obtained from sources other than RMEPS.

In order to simplify the review process and obtain the maximum degree of comparability, the proposal must follow the outline described below, and at a minimum, contain the required information. Respondents are encouraged to include additional relevant information. **Respondents must also include an introductory cover page with company name, address, phone number, contact name, authorized signature and date.**

Proposal should be limited to 12 pages and minimum 11 pt font (Title page, cover page, resumes, and other addenda are excluded from the page limit). Proposal elements to include:

**Cover Page (2-page limit):** Introduce the project team, background, and give clear contact information, including email and phone.

**Firm Background and Qualifications (4-page limit):** Give a summary of the company, team, and team members. Include:

- Company overview
- Team Member Biographies
- 3-5 Relevant Example Projects
- 3 References
- Experience working in similar communities

**Project Understanding and Approach (4-page limit):** Consultant will illustrate an understanding of the project, as well as the approach to handling the Scope of Work above. At a minimum, please include:

- Project Understanding
- Illustrate capacity and ability to perform project
- Familiarity with Grand Lake
- Proposed Project Schedule
- Approach Strategies

**Additional information (2-page limit):** Please include the following...

- Firm Fee Schedule
- Certificate of Insurance
- Confirmation of Adherence with Federal, State, and Local guidance and legal requirements

## Evaluation and Selection Process

The Town of Grand Lake will review all proposals submitted based on the above request for qualifications submissions. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, all factors being considered. The following are the evaluation criteria the Town will consider in determining which proposal is most advantageous to the Town:

1. Project Understanding and Approach – Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and desired outcomes for the project.
2. Similar Experience – Successful proposers will have experience completing similar projects which should be demonstrated by providing a description of 2 installations that best match the scope and desired outcomes for this project. Each example should highlight similarities to the proposed Grand Lake project with reference and contact information.
3. Project Personnel – Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience of similar projects and/or in fields necessary to complete the proposed scope of work.

The Town may, at its discretion, choose to review select consultants. Once all review elements, including possible interviews, have been completed, a Consultant will be selected by the Board for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that Consultant, the Town shall formally end negotiations with that Consultant and select the next most favored provider and attempt to negotiate with that Consultant.

## Selection and Performance Schedule

Following is a proposed schedule of events for the RFP process:

Advertisement/RFP Document Available	January 21, 2025
Questions Due	January 27, 2025, at 5:00pm
Final Addendum (if needed)	January 30, 2025
RFP Submittal Due	January 31, 2025, at 5:00pm
Submittal Screening	February 3, 2025
Selection of Awardee/Negotiation of Contract	February 10, 2025

## Timetable and Progress

The final schedule for adoption will be determined during the negotiation of the professional services agreement, but in no case shall the timetable provided for completion of all components of the work program exceed twelve (12) months from the date of execution of the contract.

**The below sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.**



## **Agreement For Professional Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this—  
\_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the  
Town of Grand Lake, a Colorado municipal corporation with an address of 1026 Park Avenue, P.O.  
Box 99, Grand Lake, Colorado 80447, (the "Town"), and \_\_\_\_\_, Consultant  
with a principal place of business at \_\_\_\_\_  
("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

### **I. SCOPE OF SERVICES**

A. Consultant shall furnish all labor and materials required for the complete and prompt  
execution and performance of all duties, obligations, and responsibilities which are described or  
reasonably implied from the General Requirements of the Request for Proposal & Qualifications,  
attached hereto and incorporated herein by this reference and known as: **Local Planning Capacity  
Consultant**

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

### **II. TERM AND TERMINATION**

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

B. Either Party may terminate this Agreement upon 30 days advance written notice. The  
Town shall pay Consultant for all work previously authorized and completed prior to the date of  
termination. If, however, Consultant has substantially or materially breached this Agreement, the  
Town shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay  
Consultant \$\_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by  
Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses.  
Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

#### **IV. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

#### **V. OWNERSHIP**

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

#### **VI. CONSULTANT**

Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or

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agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

## **VII. INSURANCE**

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$387,000 each occurrence and \$1,093,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and Consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$387,000 each claim and \$1,093,000 general aggregate.

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

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

## **VIII. INDEMNIFICATION**

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification

provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Consultant shall: notify the subcontractor and the Town within 3 days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable

request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. Affidavits. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

#### **X. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF GRAND LAKE, COLORADO**

\_\_\_\_\_  
Stephan Kudron, Mayor

ATTEST:

\_\_\_\_\_  
Alayna Carrell, Town Clerk

**CONSULTANT**

By: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

## NO EMPLOYEE AFFIDAVIT

*[To be completed only if Consultant has no employees]*

**1. Check and complete one:**

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

OR

☐ I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Consultant's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Consultant must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

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

I, \_\_\_\_\_, as a public Consultant under contract with the Town of Grand Lake (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)  
\_\_\_\_\_

Notary Public