

INFORMAL REQUEST FOR PROPOSALS

**AGRICULTURAL SOIL PESTICIDE
RESIDUE ANALYSIS**

IRFP # 6708-17



**Parks &
Open Space**

**SUBMITTAL DUE DATE
OCTOBER 10, 2017
2:00 P.M.**

**BOULDER COUNTY
PARKS AND OPEN SPACE DEPARTMENT**

**5201 ST. VRAIN ROAD
LONGMONT, CO 80503**

**INFORMAL REQUEST FOR PROPOSALS
AGRICULTURAL SOIL PESTICIDE RESIDUE ANALYSIS**

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BACKGROUND

The Boulder County Parks and Open Space Department (BCPOS), Agricultural Resources Division, is seeking proposals for the following agricultural project. The Board of County Commissioners adopted the Boulder County Parks and Open Space Cropland Policy in 2011, mandating the following monitoring operations, “Boulder County shall implement monitoring regimes to ensure that practices and policies are stabilizing and improving soil health and quality.” As a part of this mandate, the county will begin monitoring pesticide residues on five (5) selected agricultural properties. These properties include the following Boulder County Agricultural properties, Ertl; 7203 N 115th Street, Ludlow; 11092 Prospect Road, Macy; 10663 Lookout Road, Montgomery; 12570 Ute Road and Quicksilver; O Quicksilver Road. At this time the County seeks an ISO Accredited Laboratory to test for pesticide residues in collected soil samples. The results will be used to create a baseline to identify which pesticides, if any, are actually contained in the soil.

CONTRACT LANGUAGE

The successful bidder will be required to enter into a Contract for Services and meet all insurance requirements, as identified and as required, prior to any work beginning.

W-9 REQUIREMENT

Provide a copy of your business’s W-9 with your proposal.

PRE-BID INFORMATION

A Pre-Bid meeting will not be scheduled for this project.

ATTACHMENTS

The following documents are part of this IRFP:

1. Attachment A: Sample Contract

BOULDER COUNTY INSURANCE REQUIREMENTS

Insurance requirements are addressed in the attached Sample Contract and are listed below. All insurance requirements must be received and approved, by the County, prior to work commencing.

General Liability:	\$1,000,000, Each Occurrence \$2,000,000 General Aggregate
Automobile Liability:	\$1,000,000 Each Accident
Workers’ Compensation and Employer’s Liability:	Statutory Limits
Professional Liability:	\$1,000,000, Each Occurrence
Pollution Liability:	N/A
Crime Liability:	N/A
Farmer’s Liability:	N/A
Miscellaneous Other:	N/A

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will

be deemed non-responsive. If you require a waiver of insurance requirements (e.g. Workers Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

WRITTEN INQUIRIES

All inquiries regarding this IRFP shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **2:00 p.m., October 2, 2017**. A response from the County to all inquiries shall be posted and sent via email no later than **2:00 p.m. October 4, 2017**.

SUBMITTAL INSTRUCTIONS

Submittals are due at the Administrative Services Information Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m., Mountain Time on October 10, 2017**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

E-Mail purchasing@bouldercounty.org; identified as **IRFP # 6708-17** in the subject line.

-OR-

US Mail

One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **IRFP # 6708-17**, to the Administrative Services Information Desk at 1325 Pearl Street, Boulder, CO 80302.

All IRFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Offeror to see that their IRFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer shall furnish the information required in the proposal.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the IRFP, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of the IRFP without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned IRFPs will not be accepted or considered. It is the responsibility of proposers to insure that the IRFP arrives in the office of the department as indicated prior to the time indicated in the "Informal Request for Proposals."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the IRFP documents will be made by Addendum. Interpretations, corrections and changes of the IRFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: IRFPs submitted in response to this "Informal Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the IRFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

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AGRICULTURAL SOIL PESTICIDE RESIDUE ANALYSIS

SPECIFICATIONS

Boulder County will be the responsible party to collect all composite soil samples from the five (5) identified agricultural properties. The properties include:

- a. Ertl; 7203 N 115th Street, Unincorporated Boulder County
- b. Ludlow; 11092 Prospect Road, Unincorporated Boulder County
- c. Macy (Family); 10663 Lookout Road, Unincorporated Boulder County, and Macy (Doris) 0 N 107th Street Unincorporated Boulder County
- d. Montgomery Farm; 12570 Ute Road Unincorporated Boulder County
- e. Quicksilver Farm; O Quicksilver Road, Unincorporated Boulder County

The soil will be collected from ten (10) random sample sites in each agricultural field, created by the BCPOS Geographical Information System Division (GIS). BCPOS will collect each crop data from the designated fields and document the sampling date for each field. BCPOS staff will navigate to each pre-determined location and collect a sample. The 10 collected samples will then be composited and shipped to the selected lab for testing and analysis. Soil samples will be stored in a refrigerator setting at BCPOS from the collection day until the day the samples are shipped to the lab. The timeframe between collection and shipping will be kept to an absolute minimum. Samples will be shipped via FedEx overnight in coolers. BCPOS will require a confirmation of shipment arrival from the lab. These samples will be shipped to the lab for soil pesticide residue analysis. Required tests include:

- a. Glyphosate residue.
- b. Neonicotinoids.
- c. Comprehensive screening of other pesticides.

*Please see submittal section for additional items for proposer.

Contractor should list all pesticides included in the screening.

Contractor should list the limit of quantification for all pesticide tests.

Contractor should list all neonicotinoids lab has the availability to test.

SCHEDULE OF COMPLETION

The selected Contractor is required to complete the testing, analysis and submit the report of the results to Boulder County, via email, to the designated County representative, on or no later than November 30, 2017.

CONFIDENTIAL INFORMATION

Contractor acknowledges and agrees that County owns all rights and interest in collected and/or submitted samples. The Contractor shall not access County accounts or County Data, except in the event as required by the express terms of a written contract between the mutual parties and/or at the express written request of the County. All data obtained by the Contractor in the performance of this proposal resulting in a contract shall become and remain the property of the County. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling a County contract.

Additionally, the selected Contractor will agree to keep confidential all County Reports and/or testing and analysis, and agrees not to sell, copy, modify, reproduce, republish, assign, distribute, data mine, search or disclose any such confidential information to any other person or entity without the County's written permission.

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AGRICULTURAL SOIL PESTICIDE RESIDUE ANALYSIS

BID TAB:

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1.	Glyphosate Residue Analysis	\$ _____
2.	Neonicotinoid Pesticide Residue Analysis Please list neonicotinoids included in analysis	\$ _____
3.	Comprehensive Pesticide Profile Residue Analysis Please list pesticides included in analysis	\$ _____

BID TOTAL \$ _____

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder

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AGRICULTURAL SOIL PESTICIDE RESIDUE ANALYSIS

SUBMITTAL SECTION

Please submit the following information in the order listed below:

- a. Name of your company / organization including DBA
- b. List the type of organization: (Corporation, Partnership, etc.)
- c. Complete Company Address
- d. Names and Address of the Partners if applicable
- e. Contact Person(s)
- f. Company telephone number, Fax, e-mail
- g. Copies of Certifications and/or Licenses'
- *h. List collection protocol;
- *i. List timeframe for which samples should be collected and shipped to lab;
- *j. Include instruction for collection containers;
- *k. Provide a timeframe for testing, analysis and report documentation from date of receipt;
- *l. State instructions for preferred temperature control for overnight storage and/or shipping.

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SIGNATURE PAGE:

SIGN AND RETURN THIS SUBMITTAL PAGE WITH YOUR BID.

Contact Information	Response
Company Name including DBA	
List type of organization (Corporation, Partnership, etc.)	
Name and Title of Person authorized to contract with Boulder County	
Name and Title of Person submitting Bid	
Email address for Person submitting Bid	
Company Address	
Company Telephone Number	
Company Website	
Company Fax Number	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

ATTACHMENT A-SAMPLE CONTRACT

BOULDER COUNTY CONTRACT FOR SERVICES

THIS CONTRACT ("Contract") is entered into between the **COUNTY OF BOULDER**, State of Colorado, acting by and through its Board of County Commissioners ("County") and **LEGAL COMPANY NAME INCLUDING DBA** ("Consultant"), a Colorado Corporation, Address, City, State, zip code, telephone number 000-000-0000 and fax number 000-000-0000, (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Consultant agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:

a. The attached Scope of Work, or/and Bid Specifications of Boulder County BID No. XXXX-XX and Addendum, together with any alterations and/or modifications to these Specifications ("the Bid Documents");

b. The attached Consultant's proposal in response to the Bid Document (the "Proposal") including the Consultant's fee schedule.

2. Work to be Performed: The Consultant agrees that it will, in a good and workmanlike manner, at its own cost and expense and strictly in accordance with this Contract, including all documents incorporated herein, furnish all labor, material and tools and do all work necessary, or incidental to complete the following Boulder County project: **NAME OF PROJECT, IRFP NO. XXXX-XX, AWARDED DATE, SITE LOCATION** (hereinafter referred to as the "Project").

3. Quality of Performance: The Consultant shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

4. Schedule of Work: The Consultant shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

5. Payment: In consideration of the foregoing, the County

hereby agrees to pay to the Consultant the amounts required for the completed project at the base bid amount of **\$0,000.00**, all according to the provisions and subject to the conditions as set forth in the Contract Documents. Consultant shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of all Deliverables as specified in paragraph 7, Deliverables, final payment shall be paid upon the satisfactory completion of the Project. The County, in its sole discretion, shall determine satisfactory completion.

Invoices submitted must contain sufficient information detailing all expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed, rate per hour, number of hours worked, mileage, mileage rate, and any associated administrative fees. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

- a. Send completed invoices to:
pospayables@bouldercounty.org or to
Boulder County
Parks and Open Space Department
Attention: A/P
5201 St. Vrain Road
Longmont, CO 80503
- b. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- c. The County reserves the right to recoup any damages incurred as a result of Consultants failure to submit invoices pursuant to the terms of this paragraph.

6. Term and Time: This Contract shall begin and become effective on and as of the date of execution by the parties which date is specified on the signature page of this Contract. It is further agreed that time is of the essence and work shall begin **within five (5) days of execution of the Contract, and when a "Notice to Proceed" has been issued by the County, unless determined differently by the County, in its sole discretion, and be COMPLETED ON OR BY XXXXXXXXXX, WEATHER PERMITTING**, unless additional time shall be allowed by the County, in writing. The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 19 of this Contract.

7. Deliverables: Upon completion of the Project, Consultant shall furnish the County with all specified Deliverables, all as related to documents incorporated into this Contract, as noted in paragraph 1, Incorporation into Contract. Final payment will not be issued until County has approved and received all said Deliverables. Consultant acknowledges final payment terms as specified in paragraph 5, Payment.

8. Representations and Warranties: Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and
- d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

9. Retainage: The County reserves the right to withhold a retainage of ten percent (10%) on any or all payments until all of the work is accepted by the County, at its sole discretion, as satisfactory and complete.

10. Consultant Licensing: General contractors, HVAC contractors, and roofing contractors require licensing through Boulder County. Electricians and plumbers must be state-licensed and registered with the Boulder County Building Safety and Inspection Division. **All qualified engineering firms must be state-licensed.** It is the responsibility of the Consultant to apply for and ensure the appropriate Consultant's license is obtained prior to execution of Contract and project commencement. In addition, the Consultant is responsible for submitting a copy of the current license to the Parks and Open Space Contract Coordinator as listed

in paragraph 21, Notices. **Project shall not proceed until said document is received by the Parks and Open Space Contract Contact, as determined by the Boulder County Building Safety and Inspection Division and/or the State of Colorado.**

11. Indemnity: The Consultant shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Consultant, its employees, agents, representatives or other persons acting under the Consultant's direction or control in performing or failing to perform the Work under this Contract. The Consultant will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Consultant, its employees, agents or representatives, or other persons acting under the Consultant's direction or control.

12. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

13. Insurance Requirements: The Consultant shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Consultant has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000

Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Consultant shall forward certificates of insurance directly to the Boulder County Parks and Open Space Department, 5201 St. Vrain Road, Longmont, Colorado, 80503, Attention: **PARKS STAFF,** demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract.

Boulder County shall be named as an additional insured for General Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

The additional insured wording shall be as follows:

County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

Certificate Holder:

Boulder County
Attn: Risk Manager
P.O. Box 471
Boulder, CO 80306

Notice of Cancellation: If any insurance company refuses to provide the required notice, the Consultant or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

14. **Nondiscrimination:** The Consultant agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful

discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

15. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations, either by competitive bidding or negotiation, by the Consultant for any Work related to this Contract to be performed under a subcontract, including procurement of materials or equipment, the Consultant shall notify each potential subcontractor of the Consultant's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices, as set forth above.

16. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, as determined by the County within its sole discretion, the County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Consultant under the Contract until the Consultant complies with the nondiscriminatory provision set forth in paragraph 13 of this Contract; and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part, effective upon seven (7) days written notice to the Consultant pursuant to paragraph 19 of this Contract.

17. Subcontractors: The Consultant will include the provisions of paragraphs 14 through 16 in every subcontract, including procurement of materials and leases of equipment. The Consultant will take such action with respect to any subcontractor or procurement as the County of Boulder may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the County may, at its own discretion, enter into such litigation to protect the interests of the County.

18. Post Completion: Final payment made to the Consultant, on account of the work, shall not operate to relieve the Consultant of responsibility for faulty material or workmanship, and unless

otherwise provided, the Consultant shall remedy any defect due thereto and pay for any damages resultant there from.

19. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Consultant pursuant to paragraph 21, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Consultant shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Consultant prior to the effective date of termination under this provision; and, conversely, the Consultant shall be required to complete any Work for which the County has made payment prior to providing written notice to the Consultant of the termination. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall have any further liability hereunder, said Contract to cease and terminate as of such date.

b. If the Consultant defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform any provision of the Contract, the County, after seven (7) days written notice to the Consultant and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Consultant or, at its option, may terminate the Contract and may finish the Work by whatever method it may deem expedient, **if such expense exceeds the unpaid balance of the Contract, the**

Consultant shall pay the difference to the County.

c. In the event the County exercises either of the termination rights specified in paragraphs 19(a) or 19(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

d. **The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests.** Such termination shall be effective after the County provides seven (7) days written notice to the Consultant pursuant to paragraph 21.

Termination of work hereunder shall be effected by the delivery to the Consultant of a "Notice of Termination" specifying the extent to which performance of work, under the Contract, is terminated and the date upon which such termination becomes effective. After receipt of the "Notice of Termination", the Consultant shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Consultant shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. The Consultant shall then submit a written claim for all outstanding amounts to the County, due within the timeframe as specified, thirty (30) days, upon receipt of "Notice of Termination", from the County.

20. Independent Consultant: The Parties recognize and agree that the Consultant is an independent Consultant for all purposes, both legal and practical, in performing services under this Contract, and that the Consultant and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent Consultant, the Consultant shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Consultant acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder

County, its elected officials, agents, or any program administered or funded by Boulder County. Consultant shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Consultant, or some other entity that is not a party to this Contract. Consultant is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

21. Notices: For purposes of the notices required to be provided under paragraphs 13, and 19, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the parties at the following addresses:

For the County:

**Parks and Open Space Department
Attention: PARKS STAFF
5201 St. Vrain Road
Longmont, CO 80503
EMAIL**

For the Consultant:

**Name of Company
Project Contact
Address
City, State ZIP
EMAIL**

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 19 shall commence to run on the day after the postmarked date of mailing.

22. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Consultant has not paid amounts due to any person who has supplied labor or materials for the project.

23. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Consultant shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Consultant obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall: notify the subcontractor and the County within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Consultant shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §

8-17.5-102(5).

G. If Consultant violates any provisions of this Section of this Contract, the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Consultant shall be liable for actual and consequential damages to the County.

24. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Consultant by a duly executed written instrument.

25. Assignment: This Contract shall not be assigned or subcontracted by the Consultant without the prior written consent of the County.

26. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

27. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

28. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

29. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

30. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the

Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

31. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

32. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

33. Information and Reports: The Consultant will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Consultant will permit such authorized governmental representatives access to the Consultant's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Consultant, then such Consultant shall so certify to the County, and shall explain what efforts it has made to obtain the information.

34. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the Parks and Open Space Director, acting for and on behalf of the Board of County Commissioners, County of Boulder, State of Colorado, and the Consultant have executed and entered into this Contract as of the latter day and year indicated below.

Executed by **BOULDER COUNTY** on _____.

**COUNTY OF BOULDER
STATE OF COLORADO**

Eric M. Lane, Director
Parks and Open Space Department

**CONSULTANT
A COLORADO CORPORATION**

Name & Title

Executed by **CONSULTANT** on _____
(Date)

CONSULTANT'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Consultant hereby certifies that at the time of this certification, Consultant does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Consultant will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONSULTANT:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at:
<https://e-verify.uscis.gov/enroll/>.