

# REQUEST FOR PROPOSAL

## Document Storage & Imaging

**RFP # 6727-17**



## SUBMITTAL DUE DATE

**December 4, 2017**

**2:00 p.m.**

## BOULDER COUNTY PURCHASING

**1325 PEARL STREET  
BOULDER CO 80302**

[Purchasing@bouldercounty.org](mailto:Purchasing@bouldercounty.org)

## REQUEST FOR PROPOSAL

Boulder County is home to nearly 300,000 residents and includes some of the most diverse, natural landscapes and sustainable development along the Front Range. From visionary open space, land use and sustainability policies to forward-thinking public services programs, our county government helps foster a vibrant, healthy and active community. The county seat is the City of Boulder. Other incorporated towns and cities include: Erie, Jamestown, Lafayette, Longmont, Louisville, Lyons, Nederland, Superior, and Ward.

The Boulder County Records Management Division is responsible for the storage, retrieval, tracking, retention, disposal, and compliance of a variety of County records. An overwhelming majority of County records are in paper format and the current management system is not efficient. We are seeking RFP responses from qualified vendors for a new document storage facility and document imaging services.

### WRITTEN INQUIRIES

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before **4:00 p.m. November 16, 2017**. A response from the County to all inquiries shall be posted and sent via email no later than **November 21, 2017**.

### SUBMITTAL INSTRUCTIONS

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on December 4, 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](mailto:purchasing@bouldercounty.org); identified as **RFP #6727-17** 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 **RFP # 6727-17**, to the **Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302**.

All RFPs 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 RFP 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 bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in bids 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 bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to insure that the proposal arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "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 RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP 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: Proposals submitted in response to this "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 proposal 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 bid 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/>.

**INSURANCE AND W-9 REQUIREMENTS**  
**RFP # 6727-17**  
**DOCUMENT STORAGE & IMAGING**

<b>General Liability</b>	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
<b>Excess or Umbrella</b>	\$1,000,000 Combined Single Limit
<b>Automobile Liability</b>	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
<b>Worker's Compensation and Employer's Liability</b>	Statutory limits
<b>Professional Liability or Errors and Omissions</b>	\$1,000,000 per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
<b>Cyber/Privacy Liability Insurance</b>	\$1,000,000 Aggregate

**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. 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.**

**W-9 REQUIREMENT**

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

**SUBMITTAL SECTION**  
**RFP # 6727-17**  
**DOCUMENT STORAGE & IMAGING**

Please submit the following information in the order listed below:

1. Name of your company / organization
2. Type of organization: (Corporation, Partnership, etc.)
3. Address
4. Names and Address of the Partners and Subcontractors if applicable
5. Contact Person(s)
6. Telephone, Fax, e-mail
7. A detailed project schedule with an all-inclusive total cost
8. Information on the relevant experience of key personnel
9. Please submit a copy of any contract you would require to be executed in this process.
10. Submit three references for similar projects your company has completed within the last three years and contact information

**1. PROJECT GOALS**

The Records Management Division of Boulder County is responsible for storage, retrieval, retention, and destruction of County records. We have over 10,000 archive boxes at our current storage company. We are seeking to digitize a majority of these records and dispose of the paper. There will be some records kept in paper format.

Our project goals include:

- Migration of existing storage boxes to new storage facility
- Comply with CJIS security requirements for storage of criminal justice records
- Digitize paper records
- Create a searchable database of the digital records in IBM FileNet
- Improve efficiency in retrieval of requested records
- Dispose of records in accordance with County retention schedules

## 2. DETAILED FUNCTIONAL REQUIREMENTS

The proceeding pages describe Boulder County’s functional requirements for the solution desired. The vendor will use the following values to self-rate how its solution meets Boulder County’s requirements (see Vendor Self-Rating column).

Vender Self-Rating	Definition
4	Standard feature/functionality in the proposed version of the solution and can be demonstrated by the vendor.
3	Not available currently, will be available in the future. Specify date.
2	Not included. Vendor provides this customization at an additional cost.
1	Provided by a third party partnering arrangement. Indicate preferred partner.
0	Requirement cannot be met.

In addition to self-rating each requirement, the vendor may provide additional comments to elaborate on the rating, for example, how the requirement is met by the vendor’s proposed solution or a recommended change or work-around to the requirement.

General Requirements	Vendor Self Rating	Vendor Comments
Vendor is enrolled in the CJIS Vendor Management Program		
Vendor is compliant with standard document securities (HIPAA, PII, PCI, etc.)		
<b>Has a Denver-Metro area facility with:</b>		
Controlled access system		
A monitored alarm and camera system		
Paper destruction capabilities		
Barcode or RFID Tracking		

Storage & Retrieval Requirements	Vendor Self Rating	Vendor Comments
<b>On-line Inventory Management System:</b>		
Ability to electronically transfer box data (numbers, barcodes, description) from current system into new system		
Order supplies (boxes, labels)		
Add new storage boxes / files		
Label creation and printing		
Customizable retention schedule		
Automatic notification when retention is met		
Schedule destruction		

Track carton/file activity		
Generate inventory reports		
Generate carton/file activity reports		
Generate destruction reports		
Add multiple user accounts		
Active directory security		
Add Multiple delivery/pick up locations		
<b>Delivery &amp; Pick up:</b>		
On-line Scheduling		
Same Day Service		
Next Day Service		
Regularly Scheduled Service		

<b>Imaging Service Requirements</b>	<b>Vendor Self Rating</b>	<b>Vendor Comments</b>
<b>Scanning/Imaging Software:</b>		
Document level indexing		
File level indexing		
Optical Character Recognition (OCR)		
Is compatible with IBM FileNet		
Scan directly into IBM FileNet		
Compatible with KoFax		
<b>Document preparation service:</b>		
Staple Removal		
Document repair (torn pages, etc.)		
Document rotation		
Index separation		
Expertise with handling historical documents (some of our records are over 100 years old)		
<b>Scanning equipment that handles:</b>		
A variety of paper size		
A variety of paper material (carbon, card stock, etc.)		
A variety of paper age		
<b>Quality Assurance Procedures:</b>		
Accuracy Guarantee		
Completed by humans		
Completed by computers		
Checks each scan		
Checks a limited sampling of scans		



### 3. DIGITAL RECORDS MANAGEMENT SOFTWARE REQUIREMENTS AND INFORMATION REQUESTS

Boulder County is currently utilizing IBM FileNet to store digital records however; we would like information on digital RMS solutions offered by vendors.

Records Management Software	Vendor Self Rating	Vendor Comments
<b>Digital Records Management:</b>		
Track changes / Versions of documents		
Track which staff member has documents/files checked out for editing		
Ability to track physical and digital records using the same software solution		
Official record designation		
<b>Sharing/Importing:</b>		
Document annotation and redaction		
Print, E-mail, and Export files		
Import records from local and shared drives		
E-mail records management		
<b>Reporting:</b>		
Create inventory reports		
Create destruction reports		
Create checked out reports		
<b>Retention:</b>		
Customizable records retention schedule		
File level retention		
Document level retention		
Automatic notification for destruction approval when retention has been met		
<b>Compatibility:</b>		
Compatible with IBM FileNet		
Compatible with any electronic file format		
Compatible with Microsoft SharePoint		
Compatible with DocuSign		
<b>Security:</b>		
Permission Management		
Active Directory		
Security to the document level		
<b>Search:</b>		
Full text		
Optical character recognition		

#### 4. IMPLEMENTATION STRATEGY

The following pages detail our requests for information related to your implementation strategy that are important to our evaluation of your proposed solution.

Implementation Strategy Information Request	Vendor Comments
Describe the document imaging cost structure. (i.e. Per box, per document, volume discounts, etc.)	
Describe the physical storage cost structure (per cubic foot, per box, etc)	
Describe the records management software solution cost structure (if applicable)	
Describe the plan to move our current inventory of boxes from our current storage facility to your storage facility. Include the fee structure for this service.	
Explain how you will get the information for the contents of the current archive boxes into your database for tracking. (box number, barcode, description)	
How long is a typical solution implementation for the components you propose? Please identify major variables to the duration	
Describe implementation approaches you've successfully executed with large customers that have multiple organizations, multiple legacy processes and applications.	

<p>Describe your proposed project management structure and organization for the implementation effort.</p>	
<p>Describe your experience level with project management, e.g. project size, customer industries, scope</p>	
<p>Describe what roles, responsibilities and team structure will be provided by the Vendor.</p>	
<p>What is your estimate of the number of Boulder County resources needed to support implementation, by general skill set?</p>	
<p>Describe your process for managing issues identified during implementation, e.g. components failing to meet specifications documented in the RFP or contract.</p>	

**SIGNATURE PAGE**  
**RFP # 6727-17**  
**DOCUMENT STORAGE & IMAGING**

**Failure to complete, sign and return this signature page with your proposal may be cause for rejection.**

<b>Contact Information</b>	<b>Response</b>
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 Phone 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.

**SAMPLE CONTRACT**  
**(DO NOT RETURN WITH YOUR PROPOSAL)**

**BOULDER COUNTY** (name of service contracting for) **CONTRACT**

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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 (name of company) ("Contractor").

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

1. Incorporation into Contract: *The Invitation for Bid and Bid Specifications of Boulder County Bid No. \_\_\_\_\_*, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price) .

5. Extension and/or Renewal of Contract Term:

a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.

c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid

to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.

d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**

e. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor 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.

7. Schedule of Work: The Contractor 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.

8. Indemnity: The Contractor 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 Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor 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 Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor 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 Contractor 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.

**d. Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

**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 contractor 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 Contractor shall provide a Certificate of Insurance to Boulder County 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 and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS:** *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

**Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (\_\_\_\_\_) **Agency / Department Representative's Name & Address).**

If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Such notice shall be sent directly to:

Boulder County  
Attn: Risk Manager  
P.O. Box 471

Boulder, CO 80306

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Contractor 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.

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor 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 Contractor will permit such authorized governmental representatives access to the Contractor'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 Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor 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.

**Contractor 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. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

14. 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 Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor 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 Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

- b. 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 Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(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.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, and Mailing Address)  
For the Contractor: (enter Contractor's name and Mailing Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. 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 Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

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

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- b. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor 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 Contractor 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 Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor 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 paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor 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. Contractor 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 Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

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

20. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

21. 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 Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. 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.

23. 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.

24. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. 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 Contractor, 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.

26. Governmental Immunity: Nothing in this agreement 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.

27. Execution by Counterparts; Electronic Signatures: This Agreement 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 Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (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, C.R.S. §§ 24-71.3-101 to 121.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on \_\_\_(date)\_\_\_\_\_.

**COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_  
Administrative Assistant  
Clerk to the Board of  
Commissioners  
(seal)

By: \_\_\_\_\_  
Chair, Board of County Commissioners

**CONTRACTOR:**

**ATTEST:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)

## 5. CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor 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.

CONTRACTOR:

\_\_\_\_\_  
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/>.