

SOLICITATION OF QUALIFICATIONS

ON-CALL MAINTENANCE SERVICES

SOQ # 6813-18



SUBMITTAL DUE DATE

February 14, 2018

2:00 p.m.

BOULDER COUNTY PURCHASING

1325 PEARL STREET

BOULDER CO 80302

Purchasing@bouldercounty.org

SOLICITATION OF QUALIFICATIONS (SOQ)

The Boulder County Building Services Division is seeking qualifications from contractors to provide **On-Call HVAC, Refrigeration, Drain Cleaning, and Plumbing** emergency services for county facilities.

Written Inquiries

All inquiries regarding this SOQ shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 4:00 p.m. **February 5, 2018**. A response from the County to all inquiries shall be posted and sent via email no later than 4:00pm **February 7, 2018**.

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 February 14, 2018**.

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.

E-Mail purchasing@bouldercounty.org; identified as **SOQ # 6813-18** 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 **SOQ # 6813-18**, to the Administrative Services Information Desk at 1325 Pearl Street, Boulder, CO 80302.

All SOQs 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 SOQ 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 Solicitation of Qualification, 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 SOQs 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 SOQs will not be accepted or considered. It is the responsibility of proposers to insure that the SOQ arrives in the office of the County Purchasing Agent prior to the time indicated in the "Solicitation of Qualification."
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 SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ 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: SOQs submitted in response to this "Solicitation of Qualification" 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 SOQ 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/>.

SPECIFICATIONS

SOQ # 6813-18

ON-CALL MAINTENANCE SERVICE

The Boulder County Building Services Division is accepting SOQ responses for On-Call HVAC, Refrigeration, Drain Clearing, and Plumbing services for Boulder County facilities; a list of those facilities where on-call services may be required is provided in Exhibit A.

The purpose of this solicitation is to develop a listing of at least three (3) preferred contractors per service(s) provided to be assigned work on an as needed basis. Awarded/short listed contractors will be expected to enter into a one year Continuing Services Contract, not to exceed \$50,000 (min. contract amount) to \$100,000 (max dependent on services provided) with the option to renew for four additional one year periods. It is anticipated that as work is needed, awarded contractors will be contacted for specific job pricing and availability, therefore, the county cannot guarantee that any work will result from this SOQ or an executed contract.

Services Beneficial to County Operations

County after hours are considered to be 4:30 pm – 8:00 am Monday – Friday, and 4:30 pm-Friday-8:00 am Monday. Contractors to note the following when submitting information specific to emergency services provided:

1. List services available on a 24/7 schedule. Most services will be performed during normal working hours; however, there are more critical areas that cannot be impacted during the day.
2. List typical response times associated to emergency services provided on an after-hours call as well as those on regular time.
 - a. County preference is for no more than a two (2) hour response window.
3. Refrigeration contractors will be primarily called for service on the Freezer and Cooler associated to the Coroner's Facility in Boulder.

Submittal Instructions

Please respond to the following in the order listed below:

1. Name, address, phone number and contact person for your company.
2. A letter of interest indicating your desire to be considered, area(s) of service to be considered for, company makeup and any special considerations regarding your capability to serve Boulder County (two page maximum).
3. Current Certifications: Please provide copies of the certifications your company holds in order to provide the services your company is offering.
4. Please list your company's ability to meet the Services Beneficial to County Operations section above.
5. Fee Schedule: Please submit your hourly rates with overtime fees associated and pricing structure for typical services provided.
6. Please identify and address any additional equipment charges that would apply to the services you supply.
7. Provide three current references.
8. Can your company provide any value added services or any specific advantages to the County?

Evaluation Criteria

Evaluations will include, but are not limited to: ability to meet the services beneficial to County operations, prior experience, references, fee schedule, hours of work, availability response times, capacity, and the ability to meet County insurance requirements.

Insurance Requirements

General Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products Completed Operations Aggregate
3 years Products/Completed Operations

Automobile Liability

\$1,000,000 Each Accident
*Including Hired & Non-Owned auto

Worker's Compensation and Employer's Liability

Statutory limits

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.

SIGNATURE PAGE
SOQ # 6813-18
ON-CALL MAINTENANCE SERVICE

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

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 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.

BOULDER COUNTY (name of service contracting for) CONTRACT

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"), (collectively, the "Parties").

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

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

- a. *The Invitation for Bid or Request for Proposal and Specifications of Boulder County Bid No. _____* together with any alterations and/or modifications to these Specifications (the "Bid Documents"); **[if applicable]**
- b. Contractor's proposal in response to the Bid Document (the "Proposal"); **[if applicable]**
- c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); **[if applicable]** and
- d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). **[if applicable]**

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 Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Contract 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 Contract Documents, \$ (contract price) .

- a. Invoicing: The Contractor shall submit an invoice to the [INSERT DEPARTMENT] by the [INSERT DAY] of the month following the completion of work.
- b. **All invoices submitted require the following components:** Contractor's name and address (which must match the submitted W-9 or W-9 with remit address), payment remittance address, payer, name and address, date of invoice, invoice number, brief description of services, dates of services, and total amount due.
- c. Send completed invoices to: [INSERT DEPARTMENT AND ADDRESS]
- d. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- e. The County reserves the right to recoup any damages incurred as a result of Contractors failure to submit invoices pursuant to the terms of this paragraph.

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 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.**

Non-Construction contracts use the following language:

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.

Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate”. The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

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.

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.

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.

This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.

d. **Umbrella / Excess Insurance**

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

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

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must

provide proof of professional liability coverage.

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.

f. **Pollution Liability.**

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

g. **Commercial Crime Insurance / Third Party Fidelity Bond**

Crime/ Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the county. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of the County or when the contractor has access to client's personal property and/or documentation

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". This third party coverage can also be provided by obtaining a third party fidelity bond

h. **Privacy / Cyber Liability Insurance (HIPAA Compliance)**

As a provider of a service which *may* require the knowledge and retention of HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

- Contractors with 10 or fewer clients: \$50,000.
- Contractors with 11 – 15 clients: \$500,000.
- Contractors with more than 25 clients: \$1,000,000.

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.*

Contractor shall forward certificates of insurance directly to (_____) **Agency / Department Representative's Name & Address**).

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. 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 nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

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. 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).

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, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

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

Email Address)
For the Contractor: (enter Contractor's name, Mailing and Email 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: (REMOVE THIS SECTION IF NOT A SERVICE CONTRACT)

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 Contract (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 sentence, 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 Contract the County may terminate this Contract for breach of contract. If the Contract 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. Complete Agreement/Binding Effect: This Contract 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.
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 20th 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. 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 .
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. 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.

27. 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.

28. 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.

29. 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, C.R.S. §§ 24-71.3-101 to 121.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on _____.
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

By: _____
Administrative Assistant
Clerk to the Board of Commissioners
(seal)

By: _____
Cindy Domenico Chair,
Board of County Commissioners

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____

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/>.

EXHIBIT A - BOULDER COUNTY FACILITIES

<u>Downtown Boulder - 80302</u>	
Boulder County Courthouse, Main Building	1325 Pearl St., Boulder, CO
Offices/Departments: Assessor, County Attorney, County Commissioners, Treasurer, Security	
Courthouse, East Wing	2025 14th St., Boulder, CO
Offices/Departments: Administrative Services, Board of Equalization, Human Resources, Information Technology, Risk Management	
Courthouse, West Wing	2020 13th St., Boulder, CO
Offices/Departments: Architects, Budget, Facilities, Finance, Purchasing	
Courthouse Annex	2045 13th St., Boulder, CO
Offices/Departments: Land Use, Mailing and Printing	
Boulder County Justice Center	1777 6th St., Boulder, CO
Offices/Departments: Community Justice Services, Coroner, District Attorney, State Courts, Juvenile Detention, Sheriff, Municipal Courts, Probation, JC Security, Telecommunications	
Copper Door - Community Treatment	1770 21st St., Boulder, CO
Kaiser Building – Housing, HHS Finance, Transportation, Peoples’ Clinic	2525 13th St., Boulder CO
<u>North Broadway – 80304</u>	3400-3482 N. Broadway, Boulder, CO
North Broadway Complex	
3400 – Social Services	
3450 – Health Department	
3460 – Old County Hospital (North Annex)	
3470 – Health Department (ARC Administration)	
3482 – Community Services Health Department, Community Justice Services - (Sundquist)	
Mental Health Center	1333 Iris Ave., Boulder, CO
<u>Lafayette - 80026</u>	
Clerk & Recorder	1376 Miners Dr. Lafayette, CO 80026
Clerk and Recorder, Motor Vehicles	
Tri-Cities Office	1345 Plaza Court North, Lafayette, CO 80026
Health Department / Clinica Campesina	
<u>East Boulder</u>	
Clerk & Recorder	1750 33rd St., Boulder, CO 80301
Offices/Departments: Elections, Motor Vehicles, Recording, Records Management	
Jail Complex	3180 – 3200 Airport Road, Boulder, CO 80301
3200 – Boulder County Jail (Sheriff)	
3180 – Addiction Recovery Center (Detox)	
3280 – Communications Center	
Sheriff Hdq. Building – Sheriff Administration	5600 Flatirons Pkwy., Boulder, CO 80301
Coroner’s Facility	5610 Flatirons Pkwy., Boulder, CO 80301
Recycling Center Complex	1901 E. 63rd St., Boulder, CO 80301
Recycle Center Processing-A, Recycle Center Administration-B, Hazardous Materials Management Facility-C	
<u>Longmont</u>	
St. Vrain Complex	515 & 529 Coffman St., Longmont, CO 80501
515 – HUB – Housing and Human Services, Health Department, Workforce, Aging Services	
529 – Three Story – Motor Vehicle, Mental Health Center	
Longmont Courts	1035 Kimbark St., Longmont, CO 80501
State Courts, Community Justice Services, District Attorney, Probation, Sheriff	
Boulder County Fairgrounds	9595 Nelson Rd., Longmont, CO 80501
Parks and Open Space – FG Maintenance, Soil Conservation District, Cooperative Extension, Fair Board, Natural Resource Building	
Parks & Open Space Administration, Transportation Complex	5201 St. Vrain Rd., Longmont, CO 80503
POS Admin–Bldg. 1, Parks Shop–Bldg. 2, Biomass–Bldg. 3, Fleet Maintenance–Bldg. 4, Road Maintenance & Transportation–Bldg. 5, Youth Corp	
<u>Transportation Department – Road Maintenance Locations</u>	
Walden Ponds – Road Maintenance Site 1, Facilities, Architects, Youth Corp	3897 North 75th St., Boulder, CO 80301
Alaska Avenue – Housing & Human Services, Longs Peak Energy Conservation	1288 Alaska Ave., Longmont, CO 80501
Offices/Departments: Road Maintenance 2, Boulder County Housing – Maintenance, Longs Peak Energy Conservation – Weatherization	
Nederland Substation – Road Maintenance 4	286 Ridge Rd., Nederland, CO 80466
<u>Additional Buildings</u>	
Parks and Open Space – Satellite Office	5503 Spine Rd., Unit B, Boulder, CO 80301
Allenspark Waste Transfer Station	14857 Hwy 7 Allenspark, CO 80510
Goodhue House (Rock Creek Farm)	2009 S. 112th St., Broomfield, CO 80020
Longhorn Fire Management Cache	3116 Longhorn Road, Boulder, CO 80302
Longhorn Transportation Vehicle Storage Facility	3118 Longhorn Road, Boulder, CO 80302
Lafayette Property – Vacant Lot # 2 north of the RTD	S. Public Rd., Lafayette, CO 80026