

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID (IFB)
COVER SHEET

IFB Issue Date: FEBRUARY 19, 2019

IFB Number: IFB-SPH-2018.535

IFB Title: **MAUL OPEN SPACE FARM LAND LEASE**

IFB Questions Due: FEBRUARY 28, 2019 by 3:30 p.m., MT

Bid Due Date: MARCH 8, 2019 2:00 pm MT, Our Clock

Bid will be received at: 4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

For additional information please contact: Shawn Hartmann, Contract Specialist II
720.523.6279

Email Address: Shartmann@adcogov.org

Documents included in this package:

- Bid Instructions
- General Terms and Conditions
- Specifications/ Scope of Work
- Pricing Form
- Submission Check List
- Statement of No Bid
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Attachment A – Legal Description/Location
- Attachment B – Sample Agreement



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The purpose of this IFB is to engage the services of a qualified vendor to farm Maul Open Space.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

Hand Deliveries accepted:
Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Shawn Hartmann
Contract Specialist II,
IFB-SPH-2018.535

ATTN: Shawn Hartmann
Contract Specialist II,
IFB-SPH-2018.535

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for MAUL OPEN SPACE FARM LAND LEASE.
4. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>

4.1. Interested parties must register with this service to receive these documents.

5. **TERM OF AGREEMENT:** This is a three year agreement with the option of one three-year renewals. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

6. CONTRACTUAL OBLIGATIONS

6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Attachment A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

- 6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
7. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.
8. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Shawn Hartmann, Contract Specialist II, Purchasing Division, Adams County, Shartmann@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
9. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

11. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

12. BUDGET: Budget will not be disclosed.

13. DEBARMENT: By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Official documents located at: www.bidnetdirect.com



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
GENERAL TERMS AND CONDITIONS

14. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

15. CONTENTS OF BIDS

15.1. GENERAL CONDITIONS: Contractors are required to submit their Bids in accordance with the following expressed conditions:

15.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

15.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

15.1.3. Federally funded projects (in whole or in part) shall be handled within the laws, rules, and regulations as promulgated by the United States Government, which includes Public Law <http://uscode.house.gov>; Code of Federal Regulations (CFR) codification of the general and permanent rules and regulations <https://www.ecfr.gov>, but is not limited to: Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F Appendix II and Uniform Grant Guidance as amended.

15.1.4. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

16. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid Response.
17. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

18. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

18.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.

18.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

18.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

18.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

18.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

- 18.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.
- 18.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
- 18.2.3. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.
 - 18.2.3.1. Federal Identification Number: 84-6000732
 - 18.2.3.2. State of Colorado Tax Exempt Number: 98-03569

19. SIGNING BID

- 19.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

20. PREPARATION AND SUBMISSION OF BID

20.1. PREPARATION

- 20.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
- 20.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement page of this Solicitation must be included in Bid response. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may not be considered.
- 20.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.

- 20.1.4. Bids shall be provided by the Contractor on the Pricing Form. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 20.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
- 20.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

20.2. SUBMISSION

- 20.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.
- 20.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Bid non-responsive.
- 20.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 20.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Bids must be furnished exclusive of taxes.
- 20.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 20.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

21. LATE BIDS

- 21.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.

- 21.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 21.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: MAUL OPEN SPACE FARM LAND LEASE and IFB-SPH-2018.535.
- 21.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

22. MODIFICATIONS/WITHDRAWAL OF BIDS

22.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

22.2. WITHDRAWAL OF BIDS

22.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

22.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

23. REJECTION OF BIDS

23.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

23.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;

23.1.2. Re-advertise this Solicitation;

23.1.3. Postpone or cancel the process;

23.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

23.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

23.2.1. The Contractor misstates or conceals any material fact in its Bid Response;

23.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;

23.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

23.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or

23.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

23.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

24. ELIMINATION FROM CONSIDERATION

24.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

24.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

24.3. Any communications in regards to this Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

24.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

24.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

25. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities,

current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

26. AWARD OF SOLICITATION. The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Official documents located at: www.bidnetdirect.com



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID 2018.535
SPECIFICATIONS/SCOPE OF WORK

I. SPECIFICATIONS/SCOPE OF WORK

Adams County (County) is seeking responses from qualified vendors to farm 148 Acres of open space located near 132nd and Piccadilly Road, Parcel 0156900000069. This open space is dry land available for farming operations only.

1. Use of Property

1.1. The property is restricted to agricultural farming operations only.

1.1.1. The operation of a "Maze" is strictly prohibited.

1.1.2. Upon initial expiration date of the agreement, the County may request certain crops be grown and or align best practice(s) for the site and soil in coordination with other governmental agencies including but not limited to: USDA (United States Department of Agriculture), FSA (Farm Service Agency), NRCS (National Resources Conservation Service), or Consultants'.

1.2. Successful Party shall not assign lease or permit any concession, occupancy, lease or sub tenancy to occur concerning the subject premises without first obtaining the prior written consent of the County.

1.3. Successful Party agrees that all farming operations and harvesting of crops shall be completed on or before December 31 of agreement term.

1.4. The subject property at the termination of the Lease Agreement shall be left in a condition similar to or better than the property was at the beginning of the agreement term.

1.5. All farming equipment belonging to successful Party shall be removed from the property on or before December 31 of the agreement term

2. Description of Property: Approximately 148 acres is located at approximately 132nd Avenue and Piccadilly Road and is more particularly identified as the Maul Agricultural Property on the attached Attachment A which includes a map.

3. **Payment and Fee Schedule:** The successful contractor shall pay the annual bid amount in one installment which is payable on or before December 1 for each year of the lease in arrears.

4. **Term of Agreement**

4.1. The term of the agreement is for one (1) approximate three (3) year term with the option to extend this agreement for one (1) additional three (3) year term. If an extension is mutually desired, an amendment to extend the lease will be triggered upon receipt of such notice to formalize the extension.

4.2. The term of the agreement shall commence January 1, 2019 or as of the date the agreement is fully executed and shall terminate on December 31, 2021 unless the option to renew is exercised in writing by both Parties.

5. **Liability**

5.1. Successful party shall indemnify and hold harmless the County and its officers, employees and agents, for, from and against all claims, damages, actions or causes of action, and expenses to which it or they may be subject by use of the property by party. County and Party shall notify the other upon becoming aware of a claim or lawsuit, which may involve the other concerning the subject property. County and Party shall cooperate with the other in the investigation and defense of any claims.

5.2. Party agrees that in no event shall the County be held liable for damage to party's personal property except damage that is caused wholly or in part by an intentional or willful and wanton act of the County.

6. **Insurance**

6.1. Party agrees to maintain insurance in an amount not less than \$500,000. This policy includes coverage for personal liability, motor vehicle liability (including farm-related machinery), and environmental protection or pollution liability (coverage for protection of soil and ground water from contamination from the use of hazardous chemicals or products).

6.2. Party agrees that the insurance policy and /or certificate of insurance shall include Adams County as an "additional named insured."

6.2.1. Underwriters shall have no right of recover or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

6.2.2. A clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an "additional named insured: shall not apply to Adams County.

- 6.2.3. The insurance company issuing the policy shall have no response against Adams County for payment of any premiums due or for assessments under any form of any policy.
- 6.2.4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of party.
7. The insurer must be licensed or approved to do business in the State of Colorado. If the policy required under this Agreement is, or at any time becomes, unsatisfactory to Adams County as to form or substance, or if a company issuing any such policy is, or at any time becomes, unsatisfactory to Adams County, then Party shall promptly obtain a new policy, and submit proof of same to Adams County.
8. Upon failure of Party to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of Adams County, may be immediately declared suspended, discontinued, or terminated.
9. Failure of Party in obtaining and/or maintaining any required insurance shall not relieve Party from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Party concerning indemnification.
10. The insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice by certified mail, return receipt requested, to Adams County.

II. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- Insurance Coverage

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF BIDS: **Two (2) hardcopies (to include one (1) marked as ORIGINAL),** must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

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Adams County Finance Department
 Purchasing Division
 4430 S Adams County Parkway
 Brighton, Colorado 80601

INVITATION FOR BID 2018.535
PRICING FORM

COMPANY NAME: _____

2019 Annual payment	2019 Annual Payment
Annual Written per Acre	Annual Dollars Per Acre \$
Annual Total (148 Acres x Per Acre Amount)	Annual Total \$ (148 Acres x Per Acre Amount)

2020 Annual payment	2020 Annual Payment
Annual Written per Acre	Annual Dollars Per Acre \$
Annual Total (148 Acres x Per Acre Amount)	Annual Total \$ (148 Acres x Per Acre Amount)

2021 Annual payment	2021 Annual Payment
Annual Written per Acre	Annual Dollars Per Acre \$
Annual Total (148 Acres x Per Acre Amount)	Annual Total \$ (148 Acres x Per Acre Amount)



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID 2018.535
SUBMISSION CHECK LIST**

SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

- | | | |
|------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| Does your Bid comply with all the terms and conditions of this Solicitation? | YES | NO |
| Requirements met and response included? | YES | NO |
| May any other governmental entity avail itself of this Agreement and purchase any and all items specified? | YES | NO |
| Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? | YES | NO |
| Original and the number of copies specified enclosed including electronic copy? | YES | NO |
| Contractor Certification of Compliance signed and enclosed? | YES | NO |



Adams County Finance Department
 Purchasing Division
 4430 S Adams County Parkway
 Brighton, Colorado 80601

INVITATION FOR BID
STATEMENT OF NO BID
COMPLETION OF THIS FORM IS OPTIONAL

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County
 Attn: Shawn Hartmann
 IFB-SPH-2018.535
 4430 South Adams County Parkway
 Brighton, CO 80601

Email to: SHARTMANN@ADCOGOV.ORG

Specifications too "strict" (i.e. geared toward one brand or manufacturer only). Please explain.
 Use additional page, if needed.

Specifications are unclear. Please explain.

- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform within the required time.
- We are unable to meet insurance and/or bonding requirements.
- We do not offer/supply this product or service.

Further Remarks/Comments:

PRINT OR TYPE YOUR INFORMATION

Contractor Name	Fax
Address:	City/State
	Zip Code
Contact Person	Title
	Phone
Printed Name	Date
Address	City/State
	Zip Code
Email Address	



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
CONTRACTOR'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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Contractor Name

Printed or Typed Name

Signature

Title

Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID 2018.535
CONTRACTOR'S STATEMENT

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name Date

Signature Printed Name

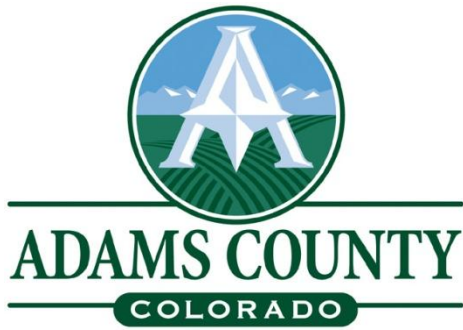
Title

Address

City, State, Zip Code County

Telephone Fax

Email



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference Name _____

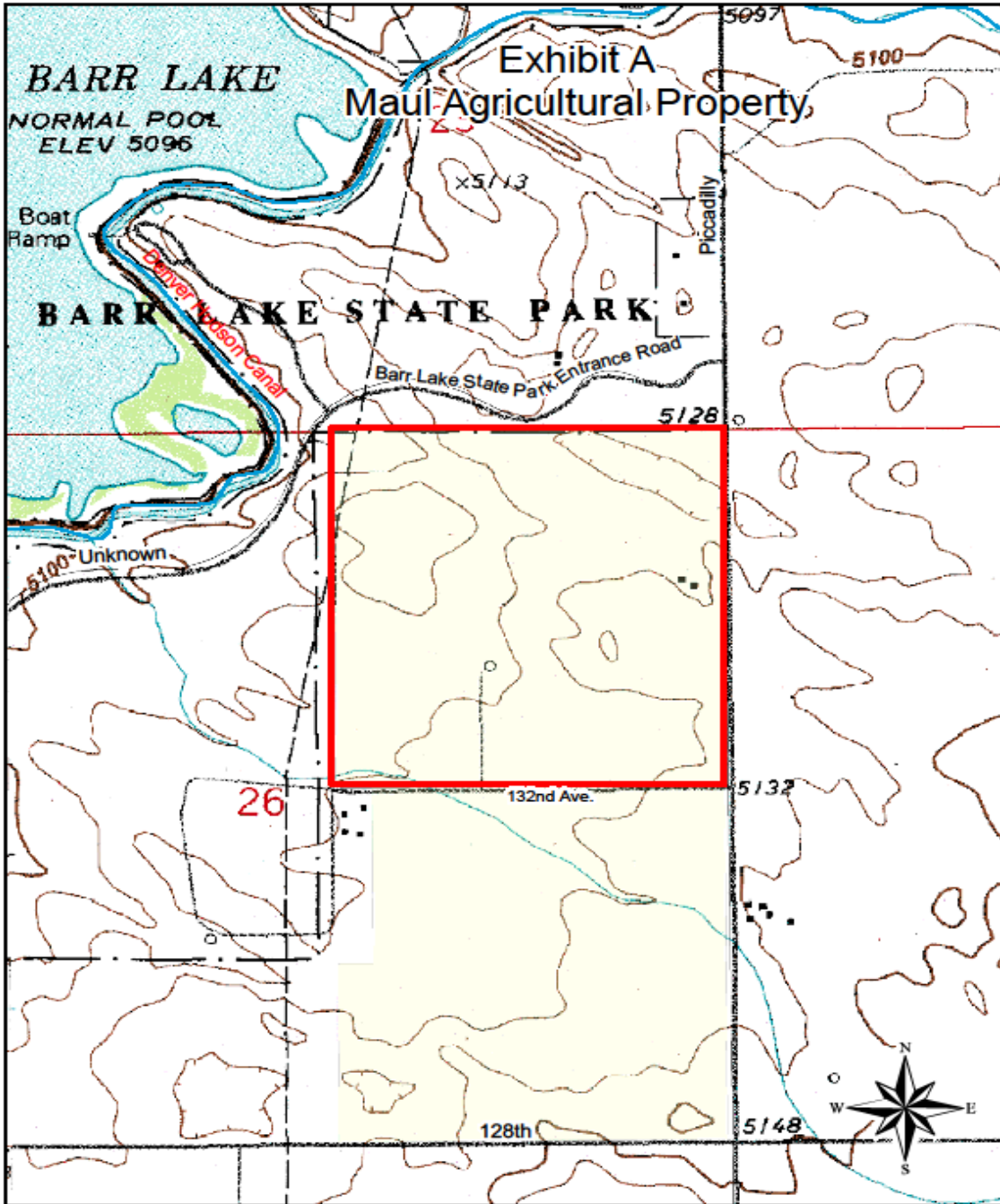
Reference Email Address _____

Telephone Number _____

Project Name _____

Attachment A

Northeast ¼ of Section 26, Township 1 South, Range 66 West of the 6th P.M. except the East 40 feet thereof as conveyed to the County of Adams, State of Colorado, the Deed Recorded April 15, 1988 in Book 3432 at page 144.



**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR AGRICULTURAL SERVICES ON THE MAUL OPEN SPACE PROPERTY**

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **Company Name**, located at **Address123**, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

RECITALS

- A. Tenant desires to lease certain property owned by the County consisting of approximately 148 acres of productive agricultural land located near 132nd Avenue and Piccadilly Road, Brighton, Colorado 80602 known as the Maul Open Space, Parcel 0156900000069 as depicted on Exhibit A ("Property"); and,
- B. The County has determined that the utilization of the Property by Tenant for the purposes of and pursuant to the conditions hereinafter described would be in the best interests of the citizens of Adams County; and,
- C. The parties desire to enter into this Lease Agreement upon the terms and conditions herein provided.

WITNESSETH

NOW, THEREFORE, in consideration of payment of good and valuable consideration as herein described and the mutual covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

I. Rent

Annual rent shall be X (\$X.XX). This amount is to be paid in one installment, is payable on or before December 1 of each year of this agreement.

II. Term of Agreement

The term of this Agreement shall be for three (3) years from the date both parties have executed this Agreement.

The County, at its sole option, may offer to extend this Agreement for up to three (3) additional years following termination of the initial term. The extension option may be exercised providing all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and Tenant, and approved by the Adams County Board of County Commissioners.

RENT ADJUSTMENT. The annual Lease Rent payment shall remain constant through the initial term. On January 1, 2022, on the commencement of a three (3) year renewal option, exercised in writing by both parties, the annual Lease Rent payment for the three (3) year renewal Term 2022 - 2024, shall be increased or decreased by the following factor:

On or before, January 1, 2022, there shall be a computed increase or decrease in the cost of living based on the "Consumer Price Index for All Urban Consumers: Denver-Boulder-Greeley Index (CPI-U)" (1982-84=100) hereinafter referred to as "Index", published by the Bureau of Labor statistics of the U. S. Department of Labor. The CPI-U number for the year 2019 is 260.942, shall be the base Index number for purposes of computation. The annual Lease Rent payment set forth in section I., hereof shall, in the event of an increase or decrease in the cost of living determined as above-mentioned, be increased or decreased effective January 1, 2022 and remaining in effect for the three (3) year optional renewal Term of this Lease Agreement, wherein there is an increase or decrease in said cost of living. The most current, available 2022 CPI-U shall be divided by the base Index number, stated above, and the result multiplied by the 2019 base annual Lease Rent payment of \$X.XX, mentioned in section I. This calculation shall be the adjusted annual Lease Rent payment for the remainder of the three (3) year Term. This Lease Rent payment adjustment shall be capped at no greater than a ten-percent (10%) increase and no greater than a ten-percent (10%) decrease. The County shall, within a reasonable time after determining the appropriate information, give Tenant notice of such increase or decrease, and the County's computation thereof shall be binding and conclusive unless Tenant shall, within thirty (30) days after the giving of said notice, advise the County of any dispute in conjunction therewith. Any dispute between the parties as to such computation, Tenant can terminate Agreement.

Example CPI-U: Denver-Boulder-Greeley calculation :

The 2022, 2023, and 2024, Annual Lease Rent payment Calculation =

$$\text{\$X.XX} \times \left(\frac{\text{2022 CPI-U annual index (most recent index)}}{\text{2019 CPI-U annual index (most recent index)}} \right) / 260.942 = \text{New Payment}$$

* 260.942: Base Year - 2019 CPI-U annual Index

*As of January 5, 2019 CPI-U Denver-Boulder-Greeley. Source: Bureau of Labor Statistics: US Dept. of Labor.

III. Purpose of Lease

The Property is leased by the County to Tenant for farming operations on the property subject to the provisions of this Lease Agreement and in strict compliance with any laws governing such activities. The County reserves the right to enter into and upon the leased property. The County parts with the possession of the property only to the extent necessary for Tenant to conduct its farming operations.

IV. Farming Operation

- A. Tenant agrees to be solely responsible for all the expenses of the farming operation.
- B. Tenant shall not assign this lease or permit any concession, occupancy, lease, or sub-tenancy to occur concerning the subject premises without first obtaining the prior written consent of the County.
- C. Tenant specifically agrees that all farming operations and harvesting of crops shall be completed on or before December 31, 2021. The subject property at the termination of the Lease Agreement shall be left in a condition similar to or better than the property was on the date this agreement becomes effective. All farming equipment belonging to Tenant shall be removed from the property on or before December 31, 2021.
- D. There may be areas identified on Exhibit A as “Do Not Irrigate” areas. These areas are not to be irrigated. Any irrigation of these lands by Tenant will be grounds for termination of this lease.
- E. Tenant may not operate a “corn maze” attraction on this property.

V. Liability

- A. Tenant shall indemnify and hold harmless the County and its officers, employees, and agent, for, from, and against all claims, damages, actions or causes of actions, and expenses to which it or they may be subject by use of the property by Tenant. Each party shall notify the other upon becoming aware of a claim or lawsuit, which may involve the other concerning the subject property. Each party shall cooperate with the other in the investigation and defense of any such claims.
- B. Tenant agrees that in no event shall the County be held liable for damage to Tenant’s personal property except damage that is caused wholly or in part by an intentional or willful act of the County.

1. INSURANCE: The Tenant agrees to maintain insurance of the following types and amounts:

- 1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 1.1.1. Each Occurrence: \$1,000,000
 - 1.1.2. General Aggregate: \$2,000,000
- 1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 1.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 1.2.2. Personal Injury Protection: Per Colorado

Statutes

- 1.3. Workers' Compensation Insurance: Per Colorado Statutes
- 1.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 1.4.1. Each Occurrence: \$1,000,000
- 1.4.2. This insurance requirement applies only to the Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 1.5. Adams County as "Additional Insured": The Tenant's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 1.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.
- 1.5.2. A clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an "additional named insured" shall not apply to Adams County.
- 1.5.3. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 1.5.4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.
- 1.6. Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.
- 1.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

2. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Tenant to provide proof of the insurance coverage or policies required under this Agreement.
3. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
4. **NONDISCRIMINATION:**
 - 4.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
 - 4.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
5. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
6. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**
 - 6.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to

County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

7. WARRANTY:

- 7.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

8. TERMINATION:

- 8.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 8.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

9. MUTUAL UNDERSTANDINGS:

- 9.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 9.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-

101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 9.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 9.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 9.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 9.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
 - 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
 - 2) Immediately upon hand delivery; or
 - 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facility Operations
Contact: Nicci Beauprez
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6060
E-mail: Nbeauprez@adcogov.org

Department: Adams County Purchasing
Contact: Shawn Hartmann
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6279
E-mail: Shartmann@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: **Winner123**
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

- 9.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 9.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 9.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 9.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

10. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 10.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the

Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

- 10.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. 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).

- 11.8. If Contractor violates 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SAMPLE

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Chair

Date

Contractor

Signature

Date

Printed Name

Title

Attest:

Josh Zygielbaum, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2018,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'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 Adams 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

Signature

Name (Print or Type)

Title

Note: Registration for the E-Verify Program can be completed at:

<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering