

**REQUEST FOR PROPOSAL (RFP) 766
FACILITIES ENERGY USE ASSESSMENT 2022
ROUTT COUNTY, COLORADO**

The purpose of this Request For Proposal (RFP) and accompanying specifications are to provide instructions and assistance in submitting an offer to provide a building energy use and electrification potential assessment of eight County facilities located in Routt County, Colorado. The objective is to have a fully executed Routt County Agreement Regarding Provision of Professional Services by June 14, 2022, with the project completed by November 30, 2022.

“Energy Auditing Services” consist of conducting an Energy Audit that meets the requirements of ASHRAE Level III energy survey and analysis, as defined in *Procedures for Commercial Building Energy Audits*. This study shall identify modifications to improve facility energy efficiency, reduce greenhouse gas (GHG) emissions, discover energy cost savings, identify avenues for fuel switching and general energy efficiency opportunities at Routt County facilities.

I. Background

Routt County has a prominent agricultural heritage and a strong connection to the natural landscape. The local economy and way of life is intrinsically linked to the health of the environment and local ecosystems. As such, the County recognizes the urgency in reducing emissions and working toward prevention of the worst impacts of climate change. Routt County strives to be a leader in adopting the strategies, actions, and tactics identified in the recently adopted Climate Action Plan (CAP). Please visit <https://www.routtclimateaction.com/> for more information. The CAP will guide the community to a 74% GHG reduction by 2050 as compared to a 2018 emissions baseline. Routt County is interested in analyzing the current facilities to strategically develop a plan to align with the objectives in the CAP. Eliminating gas and propane use, increasing adoption of renewable or other clean energy solutions, increasing overall efficiency, and adoption of a fuel switching plan are immediate goals. Additionally, Routt County requests development of a model to identify optimal timing for implementation of changes recommended in the study. If current market conditions do not support adoption of new technologies or equipment retrofits, the County would like to know under what conditions the changes would be advantageous.

II. Routt County Facilities

Building Name	Estimated Square Footage	Year Built	Construction Type	Fuel Type
Courthouse	20, 574	Original 1922, remodel 1994, 2007	Wood / masonry frame. Masonry exterior skin	Natural Gas
Annex	24,797	1981	Structural steel frame, masonry skin	Natural Gas

Detention Center	29,450	1991	Structural steel frame, masonry skin	Natural Gas
Justice Center	49,630	2007	Structural steel frame, masonry skin	Natural Gas
Fairgrounds Exhibit Hall	7,500	1965	Metal	Natural Gas
Road and Bridge District I shop	14,000	Unknown	Metal	Propane
Road and Bridge District 2 shop	10,000	1998 (latest addition)	Metal	Propane
Road and Bridge District 3 shop	14,000	Unknown	Metal	Natural Gas

III. Scope of Work (SOW)

Routt County is committed to auditing these facilities to provide a benchmark energy use intensity (EUI), identify modifications to align with the CAP, and to develop a model to include cost benefit analysis and return on investment. The study shall analyze each listed Routt County facility and shall include, but not be limited to, the following scope:

1. Conduct project kick-off meeting and prepare draft work plan / timeline
2. Perform onsite building envelope assessments, including windows, doors, roof, insulation, etc.
3. Conduct energy audit to identify measures to reduce GHG emissions, improve energy efficiency, and analyze cost savings.

Includes:

- a. HVAC systems
 - b. Building Automation System (BAS) controls
 - c. Operations
 - d. Lighting / light controls
 - e. Appliances
 - f. Mechanical and electrical systems
 - i. Maintenance practices
 - ii. Operating methods
 - iii. Equipment condition
 - g. Breakdown and analysis of total annual energy usage and CO2 emissions
4. Create prioritized list of all effective modifications, include:
 - a. Beneficial electrification (BE) opportunities / barriers

- b. Component retrofits / enhancements (heat pumps)
 - c. Energy generation opportunities (solar, solar hot water, wind)
 - d. Energy storage opportunities (electric, heat)
5. Create model to guide implementation of recommended measures as a pathway to CAP goal of 74% reduction in emissions by 2050. Model shall provide means to verify effects of implemented actions. Include:
- a. Cost / benefit analysis
 - b. Return on Investment
 - c. Estimated energy savings with each measure
 - d. Estimated CO2 savings by building
 - e. Cost breakeven for system retrofits to renewable technologies
 - f. Optimal ‘crossover’ point to switch to electrification
6. Prepare and submit final Level III survey and analysis report
7. Meeting with Routt County after final report to discuss findings

1) GENERAL TERMS AND CONDITIONS

- a) Proposal responses must be received **not later** than:

1:00 p.m. Mountain Time May 27, 2022

- b) Any proposal response received after the time and date stipulated will not be considered and will be rejected and returned to the Offeror.
- c) Email is the preferred method of response (see below for further detail).
- d) If a paper copy of RFP response is received it must be in a sealed envelope with “RFP 766 Energy Assessment Professional Services” clearly written on the sealed envelope and the envelope shall bear the name of the Offeror, his address, and phone number.
- e) If you utilize U.S. mail, express delivery service, or hand deliver please send to the correct address listed below:

USPS, Expedited services via Federal Express or UPS,
 Routt County Commissioners Office
 522 Lincoln Avenue, Suite 30
 Steamboat Springs, CO 80487

For questions or further information please contact
 Julie Kennedy, Purchasing Agent
jkennedy@co.routt.co.us
 Direct Phone Number: 970-870-5316
 Fax: 970-879-3992

- f) Email to jkennedy@co.routt.co.us is the preferred method of response. However, 32 megabytes is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the Offeror or elimination of high megabyte unnecessary graphics. It is up to the Offeror to ensure emails do not exceed this limit and must confirm receipt of email by Routt County prior to due date and time. An email sent but not received by the due date and time will not be considered. If proposal response is submitted electronically Routt County will not be responsible for the security of the response from an Offeror from others.
- g) Routt County advocates open and fair competition among suppliers and contractors to provide the best goods and services for Routt County and its citizens. The County prohibits discrimination based on political affiliation, race, creed, color, national origin, ancestry, sex, sexual orientation, age, religion, handicap, disability, veteran status or genetic information in all business transactions, purchases and contracts.
- h) The failure or omission of an Offeror to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to the contract.
- i) Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.
- j) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.

2) NON-MANDATORY PRE – PROPOSAL RESPONSE MEETING

- a) A Non-Mandatory pre-proposal response meeting will be held on May 17, 2022 at 10:00 a.m. via Zoom Meeting. Please request the Zoom meeting information from Julie Kennedy at jkennedy@co.routt.co.us.
- b) If needed, an addendum will be issued clarifying any points and/or answering questions that were asked and sent to vendors and posted on the Routt County web site [www.co.routt.co.us/Purchasing/Bids/RFP 766](http://www.co.routt.co.us/Purchasing/Bids/RFP%20766).

3) INQUIRIES AND NO CONTACT POLICY

- a) All questions must be received, in writing, prior to 5:00 p.m. May 20, 2022 and shall be directed only to Routt County Purchasing Agent Julie Kennedy at jkennedy@co.routt.co.us. Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- b) Questions will be answered by addenda that will be issued to all Offerors who received a copy of the RFP and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations

assumed by the contractor or relieve him from fulfilling any of the conditions of the contract for the purpose of this project. **LATE PROPOSAL RESPONSES**

- d) Late proposal responses shall be considered void and unacceptable. They will not be accepted and will be returned to the Offeror.
- e) It is the sole responsibility of the Offeror to ensure that their proposal response is received by Commissioners Office personnel before the deadline indicated above. If you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day. Routt County will not be responsible for responses sent to other County offices, etc.
- f) If proposal response is submitted electronically Routt County will not be held responsible for late responses due to failure of electronic communications.

4) WITHDRAWAL OF PROPOSAL RESPONSES BEFORE OPENING

- a) Proposal responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. After the time set for opening of proposal responses no proposal response may be modified or withdrawn. Withdrawal requests received after the time advertised for proposal response opening will be void, regardless of when they were mailed. Offeror may submit the same, a new, or a modified proposal response prior to the due date and time shown above.
- b) No Offeror may withdraw a proposal response within 60 days after the actual date of the RFP opening.

5) MISTAKES AFTER PROPOSAL RESPONSE OPENING

- a) Proposal responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Offeror if clear and convincingly sworn, written evidence is furnished to the County no later than 48 hours before the proposal response opening excluding Saturday, Sundays and Legal Holidays.
- b) Under no circumstances can an Offeror be allowed to raise their unit prices(s) as contained in the initial proposal response.

6) REJECTION OF PROPOSAL RESPONSES

- a) Routt County Board of County Commissioners (BCC) reserves the right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

7) INDEMNIFICATION

- a) The successful Offeror shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.
- b) Routt County will not be liable in any way for any of the costs incurred by the Offerors in preparation of their proposal responses in response to this RFP nor for the presentation of their proposal responses or participation in any discussions or negotiations.

8) PROTEST PROCEDURE

Filing a Protest and When to File:

Protest shall be submitted in writing and received by the Purchasing Agent on the earliest of seven (7) working days after the aggrieved person knows or should have known of the facts giving rise thereto or ten (10) days after award. Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to bid opening or the closing date for receipt of initial proposal responses, must be filed no later than three (3) days prior to bid opening or the closing date for receipt of initial proposal responses.

Subject of Protest:

Protesters may file a protest on any phase of solicitation or award, including but not limited to specification or award. Protesters may not challenge the evaluation criteria or the relative weight of the evaluation criteria or the formula for making an award determination.

Content:

- The written protest must include the following:
 - The name and address of the protester
 - Appropriate identification of the purchase
 - A statement of the reasons for the protest
 - Any available exhibits, evidence or documents substantiating the protest

Decision:

The Director of Purchasing and County Manager shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. The decision shall inform the protestor of his or her right to appear to the Board of County Commissioners within seven (7) working days. Within fourteen (14) working days the Board of County Commissioners shall render a decision or state the time frame for the protest review. The decision of the BCC is final.

Withholding of Award:

When a protest has been filed before award, the County will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bid or proposal responses, the County will not open responses prior to the resolution of the protest, unless the County determines that:

- The items to be procured are urgently required
- Delivery or performance will be unduly delayed by failure to make the award promptly
- Failure to make prompt award will otherwise cause undue harm to the County and its citizens

When a protest has been filed after award, the County will not terminate or cancel any contract or Purchase Order issued to another vendor, unless it is determined by the County Manager that the award should be canceled and the project/purchase canceled, re-advertised and solicited or any other option in the best interests of the County.

9) PERMITS, TAXES AND FEES

- a) All proposal responses submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies. Routt County does not waive any fees for its own projects.
- b) The proposal response price shall be exclusive of any federal or state taxes from which Routt County is exempt by law.

10) CLARIFICATION OF RFP DOCUMENTS AND ADDENDA

- a) If an Offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.
- b) Offerors requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.
- c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- d) RFP and addenda are listed on the Routt County website under the Purchasing Department and it is the Offeror's responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is www.co.routt.co.us.
- e) It will be the Offeror's responsibility to make inquiry as to the addenda issued.
- f) Any addenda issued will be numbered sequentially beginning with the number #1.
- g) Number of each addendum received, if any, must be shown on the signature page of response document.
- h) All such addenda shall become part of the contract documents and all Offerors shall be bound by such addenda.
- i) The County shall not be legally bound by an addendum or interpretation that is not in writing.

11) REFERENCES AND QUALIFICATIONS

- a) The Offerors shall include a list of a minimum of three references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include:
 - Owner/address/telephone contact
 - Project name
 - Project description
 - Your position or capacity on the project
 - Original contract amount
 - Litigation, administrative proceedings, or claims related to the project in which you were involved including the nature of the claim, the parties, the dollar value and the outcome.
- b) List any liquidated damages assessed or threatened on any project.
- c) List any debarments or agreements not to bid work for other owners.
- d) List any criminal charges, OSHA or EPA violations.

- e) References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by Offeror.
- f) All work shall be prosecuted in an orderly and diligent manner. All work to be completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry.

12) OFFEROR'S RESPONSIBILITY

- a) Each Offeror shall fully acquaint themselves with conditions relating to the scope of work and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to his response or to the contract. It is expected that this will sometimes require on-site observation.
- b) Offerors must satisfy themselves of the accuracy of the estimate quantities in the RFP schedule by examination of the site and a review of the drawings and specifications, including addenda. Each Offeror is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The successful Offeror will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed himself prior to the submission of the Offeror's response.
- c) After responses have been submitted, the Offeror shall not assert that there was a misunderstanding concerning the quantities of the work or the nature of the work to be done.

13) INSTRUCTION FOR SUBMITTING PROPOSAL RESPONSE

- a) Offeror's proposal response submittals must be in strict compliance with this RFP and failure to comply with all provisions may result in disqualification.
- b) Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the Offeror, must be included in the proposal response.
- c) Offeror's proposal response must include a cover letter which has been signed by an individual authorized to bind the Offeror. Cover sheet to contain names, email addresses and phone numbers for persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal response and how that person can best be reached. Number of each addendum received, if any, must be shown on the signature page of response document. All proposal responses submitted without such signature may be deemed non-responsive.
- d) Offeror is responsible for any and all permits, license, fees, etc. necessary to complete the project. Routt County does not waive any building fees for its own projects.
- e) Offerors are to submit written proposal responses which present the Offeror's qualifications, understanding of the work to be performed and cost to complete the proposed scope of work. Identification and description of any special or unique features or additions the Offeror wishes to offer as alternatives or options should be noted.

- f) Offeror's proposal response should be prepared simply and economically and should provide all the information which the Offeror considers pertinent to its qualifications for the project and which respond to the Scope of Work and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.
- g) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.
- h) List of proposed key staff for this project; describe the level of their involvement including brief biographical information indicating the number of years of similar experience, and years with your company (note that proposed key staff will be required on site for this project).
- i) List the categories of work that your organization normally performs with its own forces.
- j) Please note Routt County is a member of National Purchasing Partners (NPP), National Joint Powers Alliance (NJPA), Colorado Multiple Assembly of Procurement Officials (MAPO), Western States Contracting Alliance (WSCA), US Communities and several other organizations so we request the most competitive price available be submitted to us.
- k) Offerors must include a proposal response price sheet for all costs, both itemized and total.

14) CONTRACT DOCUMENT

- a) The contract that will be used will be a Routt County Agreement Regarding Provision of Professional Services with attachments including the Offeror's proposal response and detailed scope of work. A sample Routt County Agreement Regarding Provision of Professional Services is shown below.
- b) This RFP, submitted documents, and any negotiations, when properly accepted by Routt County shall constitute a contract equally binding between the successful Offeror and Routt County. The selected Offeror will be considered as prime contractor, and shall assume total responsibility for the quality of the services provided. Failure to meet obligations may result in cancellation of any contracts.
- c) In the event that Offeror intends to request any changes to the Routt County's Agreement Regarding Provision of Professional Services, Offeror must identify those changes, provide a copy of the contract language they are proposing and state the reasons for such request all in the Offeror's proposal response. If the Offeror states that its request for changes is not negotiable, County reserves the right to reject the Offeror's proposal response as non-responsive.

15) COUNTY SUPPORT

The County shall:

- a) Provide to Offeror all information in possession of the County which relates to the County's requirements for the project or which is relevant to the project.
- b) Examine all studies, reports, sketches, drawings, specifications, proposal responses, schedules and other documents presented by the Offeror.
- c) Designate a person to act as the County's representative with respect to the work to be performed under this contract. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to the contract.

16) ESTIMATED PROJECT SCHEDULE

- a) This schedule is only an estimated timetable and may be changed by Routt County at any time.

RFP Sent to Offerors	April 28, 2022
Non-Mandatory Pre-Bid Meeting	May 17, 2022
Last Day for Questions from Offerors	May 20, 2022
RFP Response Due	May 27, 2022
Candidate Interviews	TBD
Recommend Award to BCC	June 14, 2022
Fully Executed Contract	June 14, 2022
Project Completion	November 30, 2022

17) EVALUATION CRITERIA

The following criteria will be used in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews.

Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- a) Offeror’s approach to the project. Describe how you will approach the project to assure that all required services will be handled on a continuous basis throughout the project and in a timely manner.
- b) Experience. Overall level of education and experience on small as well as larger projects. Be specific on level of experience of each consultant, their location and how many years you have worked together. Proposal responses shall include a resume of past projects and list your role/responsibilities.
- c) Demonstrated ability to complete a thorough and detailed report as required in the scope of work.
- d) Demonstrated knowledge of local conditions and physical proximity to the project.
- e) References describing quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Proposal responses must include a list of clients for whom similar projects have been performed, including contact information.
- f) Agreement to use the Routt County contract as is.
- g) Ability to complete project according to project schedule.
- h) Overall cost and value of project.

18) SELECTION PROCEDURE

- a) Proposal responses will be evaluated by the Routt County evaluation team (herein called Selection Committee) selected for this RFP.
- b) Purchase orders, invitations for bid (IFB), requests for proposal (RFP), tally sheets and other purchasing information of a public nature are available for inspection at the Purchasing Department. This information will only be made public after a bid opening or after a contract award in a proposal process. Some proposal and bid documents are confidential (i.e. financial statements, litigation records, internal selection criteria results, etc.) Records requests for information identified as confidential by bidders or proposers as

approved by the Director of Purchasing will not be considered a public record, unless the provisions of the Colorado Open Records Act or a court order require otherwise.

- c) Should the Selection Committee determine at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror or further proposal responses may be sought.
- d) The Selection Committee will evaluate proposal responses for award by evaluating the proposal responsiveness to this RFP based on the criteria included in this RFP. Routt County reserves the right to investigate the qualifications of all Offerors under consideration and to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.
- e) The Selection Committee may engage in individual discussions or request a written and/or oral presentation with Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews will be permissible. Such Offerors will be encouraged to elaborate on qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.
- f) Nothing in this RFP precludes the County from requesting additional information at any time during the procurement process. Not all Offerors may be contacted for further information, e.g., demonstrations, interviews, etc. It is at the sole discretion of the Selection Committee if additional interviews, demonstrations, etc. will be needed.
- g) On the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Selection Committee shall select in the order of preference one or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- h) Then if a contract satisfactory and advantageous to Routt County can be negotiated at a price considered fair and reasonable, the Offeror shall be recommended to the proper delegated authority as relayed by the Routt County Delegation of Authority located in the Purchasing Manual Fifth Edition February 2012. County shall have no contractual or other liability for products or services delivered or performed prior to proper execution hereof.
- i) If a contract cannot be negotiated, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- j) Routt County Board of Commissioners (BCC) reserves full right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

19) BASIS FOR AWARD

- a) Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFP, and any other information or factors deemed relevant by the County, shall be used in the final award.

AGREEMENT REGARDING PROVISION OF PROFESSIONAL SERVICES

This Agreement Regarding Provision of Professional Services (the "Agreement") dated as of «Date of Contract», is between «Name of Contractor» ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

- A. County has heretofore requested proposals from various consultants for: «Description of Project» (the "Project");
- B. Contractor has submitted to the County a proposal for the Project and represented to County that it has the expertise and personnel necessary to properly complete the Project;
- C. After considering the proposals submitted by various consultants for the Project, the Board has decided to accept the proposal of Contractor for the Project subject to the execution of a contract between the Contractor and County acceptable to the Board; and
- D. Contractor and County intend by this Agreement to set forth the scope of the work to be done by Contractor in connection with the Project and related terms and conditions to govern the relationship between Contractor and County in connection with the Project.

Terms and Conditions

1. Scope of Project: Contractor shall perform the work described in the attached Exhibit A entitled "«Proposal Title»" which was submitted by Contractor as part of its proposal. Contractor shall perform the work for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to consultants in the field in which Contractor practices with respect to such work.
2. Compensation and Payment: As consideration for the work to be performed by Contractor hereunder, County shall pay to Contractor an amount not to exceed a total of \$«Compensation». The compensation to be paid to Contractor shall be paid «Method of Payment».

During the Project, Contractor shall submit billings for its reimbursable costs and work performed in connection with the Project on a monthly basis no later than the 10th day of the month following the month in which the work billed was done.

Such billings shall be submitted to «Project Administrator» for review and approval and shall segregate reimbursable costs from charges for professional services and, upon request, Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the “TABOR Amendment”) which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of County under this Agreement beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board of County which budget provides for or appropriates funds for such obligation. The financial obligation of County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

3. Time for Completion of Project: Contractor shall work diligently to complete the work described in Exhibit A «IF By Date»by «Completion Date».«END IF»«IF By Days»within «Number of Days» days of the date this Agreement is executed by County.«END IF» County recognizes however, that there may be delays in the completion of the work beyond the control of the Contractor and County, therefore, agrees that Contractor's obligation hereunder is one of diligence and is not a covenant or representation that the Project will be completed within said time period. Contractor shall, however, be responsible for promptly notifying County of delays in the completion of the Project which Contractor believes are attributable to County.

4. Personnel: Contractor understands that in retaining Contractor, County is relying primarily upon the expertise and personal abilities of «Contractor's Employee». This Agreement is conditioned upon the continuing direct personal involvement of «Contractor's Employee» in the Project. County understands that others may work on portions of the Project. However, those employees shall be under the direct supervision of «Contractor's Employee». In the event that «Contractor's Employee», for any reason, is unable to remain involved in the Project, or in the event that «Contractor's Employee» ceases to be involved in the Project as planned, Contractor shall immediately advise County of such fact and County shall have the option to terminate this Agreement and shall be entitled to the return of all previously paid amounts for Contractor's regular hourly charges.

5. Insurance: Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.** Contractor shall maintain commercial general liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,100,000 and a deductible of not more than \$1,000. Prior to commencement of work on the Project, Contractor shall cause County to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required hereby is in full force and effect. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

6. Employment of Workers Without Authorization: This Agreement is subject to the provisions of the Workers Without Authorization-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

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

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with a worker without authorization.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

7. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement, County is relying upon the personal services and reputation of «Contractor's Employee». Therefore, Contractor may not assign its interest in this Agreement without the prior written consent

of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

8. Conflicts of Interest: Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

9. Confidentiality: Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

10. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Project shall belong to County and Contractor shall not use any part thereof for purposes other than the Project without the written consent of County.

11. Indemnification: Each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party if such cost, claim or expense is caused by, or is claimed to be caused by, the acts or omissions of the indemnifying party or its officials, officers or employees. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

12. Termination: County may terminate this Agreement at any time during the Term of this Agreement upon 10 days' written notice to Contractor without cause; provided, however, that within 30 days following such termination Contractor shall render a final billing for work completed and expenses incurred to the date of termination which shall be paid by County in accordance with

Paragraph 2 hereof. In the event that County fails to pay any billing by Contractor for Work hereunder when due, then upon 10 days' written notice to County of such delinquency and the failure of County to pay all amounts then due to Contractor within such 10 day period, Contractor may, at its election cease work hereunder and terminate this Agreement by giving a written notice to County advising of such election. Such written notice of Contractor's election to terminate this Agreement may, but need not, be included in the notice of delinquency required hereunder. In such case such notice of the election to terminate shall be stated in the conditional form that the Agreement shall be terminated if payment is not received within the 10 day period provided for payment of any delinquency.

13. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor: «Name of Contractor»
 «Contractor's Mailing Address»
 «Contractor's Physical Address»
 «City», «State» «Zip Code»
 Attn: «Contractor's Employee»

County: Routt County Board of Commissioners
 522 Lincoln Avenue, Suite 30
 Steamboat Springs, Colorado 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

13. Attorney Fees: In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by both parties hereto.

15. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

16. Choice of Laws and Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

«Name of Contractor»

By: _____
Title: _____

Routt County, Colorado

By: _____
«[BCC Chairman](#)», Chair
Board of County Commissioners

ATTEST:

Kim Bonner
Routt County Clerk