

REQUEST FOR PROPOSAL

Confidential Paper and Media Collection and Recycling Services

RFP #6321-15



SUBMITTAL DUE DATE

OCTOBER 14, 2015

2:00 p.m.

BOULDER COUNTY PURCHASING

**2025 14TH STREET
BOULDER CO 80302**

Purchasing@bouldercounty.org

REQUEST FOR PROPOSAL

The Boulder County Resource Conservation Division is seeking proposals from qualified vendors and licensed vendors for confidential paper, and media collection and recycling services.

Specifications and a sample contract are included.

All Inquiries

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **4:00 p.m. October 5, 2015**. A response from the County to all inquiries shall be posted and sent via email no later than **October 8, 2015**.

Submittal Instructions

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on October 13, 2015**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email.

E-Mail purchasing@bouldercounty.org; identified as **RFP #6321-15** in the subject line.

-OR-

US Mail **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP #6321-15**, to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail.

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

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

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

TERMS AND CONDITIONS

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

SPECIFICATIONS

RFP #6321-15

Confidential Paper and Media Collection and Recycling Services

BACKGROUND INFORMATION

Boulder County is seeking proposals for county confidential paper and media collection and recycling services. The awarded vendor will be expected to enter into a contract through December 31, 2016 with the option to renew for up to five (5) additional one year terms.

SCOPE OF WORK

Confidential Paper and Media Collection and Recycling

The contractor will provide confidential paper and media collection and recycling services for Boulder County offices. "Media" includes videocassette tapes, film, 3.5" floppy disks, CD-ROMs, and DVD-ROMS. Appendix A provides information on Boulder County's existing collection service, including container type and location, collection frequency, and quantities of materials collected.

The contractor will match or improve upon the County's existing confidential paper and media destruction service. A sufficient number of collection containers will be provided to support our current infrastructure. The contractor will offer collection containers of various sizes, and have the capability to deliver containers as needed to any office in the County. The collection schedule offered by the contractor will meet the County's needs and pickups will conform to an agreed upon schedule. The contractor will provide the County with a calendar schedule for each location indicating the dates when pickups will occur over the next 12 months.

The Resource Conservation Division will manage this contract, and will be the primary liaison between the various County offices and the contractor. For example, if a County office has a service related issue, that office will contact the Resource Conservation Division, and the Resource Conservation Division will then contact the contractor to rectify the issue. **Under no circumstances will the contractor alter a service schedule or add/subtract collection bins from any County office without the prior consent of the Resource Conservation Division.**

The contractor should also expect that the County's regular service needs will change in the future and should be prepared to add or subtract collection bins from any office in the County in a timely manner. It is the County's expectation that an invoice for our regular service will be electronically billed monthly to the Resource Conservation Division.

The contractor will provide "Certificates of Destruction" for all materials collected and destructed. This information should certify that the paper or media has been destructed according to the contract and in compliance with the Fair and Accurate Credit Transactions Act (FACTA). It is the County's preference that the certificate of destruction is included with or incorporated into each of the contractor's invoices.

The Contractor will provide weight collection data from each pick-up to the Resource Conservation Division on a monthly basis. An example is provided in Appendix B.

It is imperative that all collection containers are equipped with working locks, and during the course of the contract, that any containers with broken or non-working locks are replaced within 72 hours. The contractor will provide a key to each office's designated staff member acting as liaison for this service.

These keys will be provided to designated staff members at county offices. The County prefers that combination locks are not used.

Boulder County prefers all confidential shredding be done on-site with a mobile shredding unit. The County is aware that only paper can be shredded in most mobilized units. In the case of media destruction, the contractor must have access to a shredder capable of destroying media at their facility, and have a protocol in which a County representative can, if requested, witness the destruction. Media shredding has to date been a minor part of this service, but may increase in the future.

On occasion, a County office will need to do a special purge, exclusive of their regular service schedule. In these instances, the contractor will provide the necessary number of collection bins to contain the extra material until it can be shredded. The contractor should be aware that some special purges may be on-going, requiring several pick-ups in addition to that office's regular service schedule. Other special purges may need to be completed in a single day, and the contractor should be prepared to devote a mobile shredding unit and the necessary human resources to complete the purge. It is the County's expectation that each special purge be invoiced individually, separate from the County's regular service. Invoices for special purges will be e-mailed to the Resource Conservation Division on a monthly basis.

Boulder County is committed to striving towards zero waste. As part of this effort, it is important to the County that all shredded paper gets recycled or composted. If possible, it is also desirable that media is recycled following data destruction.

The Contractor will deliver collection containers to the designated County facilities on the following: October 22nd, 23rd, 26th and 27th, 2015. Please note, deliveries cannot occur during the weekend hours. A list of designated site personnel will be provided to the Contractor after the award is issued. The Contractor will utilize the list to coordinate the delivery of the collection containers to the County facilities.

SELECTION FACTORS

Proposals will be evaluated on the following criteria:

- Quality and clarity of proposal
- Understanding of service requested
- Experience providing similar services
- Proposed services and facilities
- References
- Price

INSURANCE REQUIREMENTS

General Liability

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

Automobile Liability

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

Worker's Compensation and Employer's Liability

Statutory limits

Cyber Liability

\$1,000,000 Per Loss

\$1,000,000 Aggregate

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. If you require a waiver of insurance requirements (e.g. Workers' Comp and sole proprietorships) you may request one in your response with an explanation.

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

SUBMITTAL SECTION

RFP #6321-15

Confidential Paper and Media Collection and Recycling

Please respond to the following in the order listed below:

1. **Fully Signed Submittal Page** ☐
2. **Experience/Qualifications**
 - a. How many years has your company performed similar services to those requested. ☐
 - b. How familiar are you with services to be performed in this RFP? List past projects or those performed of a similar nature. ☐
 - c. How many vehicles do you operate that can accommodate the services contained in this RFP? ☐
 - d. Specifically describe the service that your company will provide:
 - i. How will the service operate for confidential paper and media? ☐
 - ii. What containers will be used (provide photos) where will the material be shredded or destructed? ☐
 - iii. What happens to the resulting shredded or destructed material? ☐
 - e. What are your capabilities in terms of providing the required locking collection containers and on-site shredding equipment? ☐
 - f. Is your company audited and do you operate a facility certified by the National Association for Information Destruction in Colorado? ☐
 - g. Can you provide certificates of destruction with weights for each collection site? ☐
 - h. Who are four references that we can contact?
- for each reference provide the following:
 - i. Service performed ☐
 - ii. Client ☐
 - iii. Contact ☐
 - iv. Phone ☐
 - v. Email ☐
 - i. Does your company have any specific advantages you can offer in providing this service? ☐
 - j. What is your company's safety record regarding providing services similar to those requested? What safety procedures would be followed in performing the services contained in this RFP?

K. What is your company's response time to service requests?
☐

3. **Pricing Offered**

- a. Please submit your price information for confidential paper services using Appendix A ☐
- b. What is your rate for media disposal and/or recycling? ☐

SIGNATURE PAGE**RFP #6321-15****Confidential Paper and Media Collection and Recycling**

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

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with Boulder County	
Name and Title of Person Submitting Bid	
Email Address for Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

By signing below I certify that:

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

I am not currently an employee of Boulder County.

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

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

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

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

Date

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

SAMPLE CONTRACT
(DO NOT RETURN WITH YOUR PROPOSAL)

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

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and (name of company) ("Contractor").

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

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

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

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

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

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.

- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
 - d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
 - e. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.
6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.
7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.
8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.
9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

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

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County may require Products/Completed Operations coverage to be provided for up to 3 years after completion of construction. (**Contact Risk Management on this**).

b. Automobile Liability.

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

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

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

This coverage may not be required if contractor has no employees. Contact Risk Management for a waiver.

d. Professional Liability (Errors and Omissions).

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County, must provide proof of professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

e. Pollution Liability.

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

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

f. Third Party Fidelity or Crime Insurance.

This coverage is required when the contractor or employees of the contractor handle money on behalf of the County (an auction company, someone collecting fees for the County, etc..) If the Contractor is physically handling money at a County owned location, the Contractor's crime insurance should provide a coverage extension for "Employee Theft of Client Property". This can also be provided by a third party fidelity bond/policy. The limit shall be \$1,000,000 Per Loss.

g. Farmer's Liability.

Farmer's Liability may be substituted for Commercial General Liability to support Parks and Open Space agriculture leases.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

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

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

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

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

Please forward certificates to the above certificate holder.

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

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

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

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

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

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County

shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

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

For the County: Jana Petersen
 Administrative Services Director
 P.O. Box 471
 Boulder, Co. 80306

For the Contractor: (enter Contractor's name and Mailing Address)

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

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

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

17. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statutes

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

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- b. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- c. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- g. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on
____(date)_____.

**COUNTY OF BOULDER
STATE OF COLORADO**

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

By:_____
Chair, Board of County Commissioners

CONTRACTOR:

ATTEST:_____
By:_____
Title:_____

Title:_____

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

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

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

CONFIDENTIAL PAPER/MEDIA SERVICE

APPENDIX A

Building Name	Location	On or Off Site Shredding	# of Bins	Weight Collected in 2014	Pick-Up Frequency	Proposed Pricing				
						Cost per Pound, On-Site Shred	Minimum On-Site Pick-Up Price	Cost per Pound, Off-Site Shred	Minimum Off-Site Pick-Up Price	Estimated Yearly Cost
Clerk & Recorder	1750 33rd St., Boulder	On	9T	20,139	E2W					
Longmont Courts	1035 Kimbark St., Longmont	On	3C,3T	4,970	E4W					
North Broadway Campus	3400,3450,3460,3482 Broadway, Boulder	On	14C,8T	35,097	E2W					
Work Force, Boulder	2520 55th St., Boulder	On	2C	2,295	E12W					
Courthouse Campus	2025 14th St.;1325 Pearl St.;2020 13th St., Boulder	On	8C, 2T	5,304	E4W					
Justice Center	1777 6th St., Boulder	On	7C,11T	25,916	E4W					
St. Vrain Complex	529, 515 Coffman, Longmont	On	7C,17T	11,772	E2W					
Jail	3200 Airport Rd., Boulder	On	6T	12,634	E4W					
OEM	3280 Airport Rd., Boulder	On	1T	2,290	E8W					
Kaiser Building	2525 13th St., Boulder	On	2C	2,985	E4W					
Longs Peak Energy Conservation	1288 Alaska Ave., Longmont	On	1C	489	E12W					
Sheriff's Office Headquarters	5600 Flatirons Pkwy, Boulder	On	3T	3,460	E4W					
Coroner	5610 Flatirons Pkwy, Boulder	On	1C	0	E4W					
Head Start (Wilderness)	2845 Wilderness Pl, Boulder	On	1C	540	E12W					
Head Start (Mapleton)	2675 Mapleton Ave, Boulder	On	1C	315	E12W					
Head Start (Lafayette)	1135 Cimarron Dr, Lafayette	On	1C	287	E12W					
Land Use`	2045 13th St., Boulder	On	1T	100	On-Call					
DMV, Lafayette	1376 Miners Dr. Lafayette	On	1C	1,097	E12W					
Josephine Commons	455 N Burlington Ave Lafayette,	On	1C	0	E8W					
Aspinwall	726 N. Excelsior Pl. Lafayette	On	1C	0	E8W					
Public Health, Lafayette	1345 Plaza Ct. North, Lafayette	On	1C	15	On-Call					
Sheriff Substation, Lyons	432 5th St., Lyons	On	1C	150	On-Call					
Sheriffs Substation, Niwot	8500 Niwot Rd., Niwot	On	1C	0	On-Call					
Recycling Center	1901 63rd St., Boulder	On	1C	0	On-Call					
Parks and Open Space	5201 St. Vrain Rd., Longmont	On	1C	312	On-Call					
State Courts, Boulder	1777 6th St., Boulder	On	1C	5,318	On-Call					
State Courts, Longmont	1035 Kimbark St., Longmont	On	1C	0	On-Call					
CSU Extention Office	9595 Nelson Rd., Longmont	On	1C	440	On-Call					
Fairgrounds	9595 Nelson Rd., Longmont	On	1C	0	On-Call					
Special Purges	As needed	On/Off	1C	29,017	On-Call					
Media	As needed	On/Off	NA	0	On-call					
TOTAL				135,925						
		Key:								
		C	console							
		T	64 gal. toter 96 gal. toter							

Account	Location	Address	City	Actual Service Dates	Weight
10256285	Clerk & Recorder	1750 33rd St	Boulder	6/11/2014	440
				6/25/2014	425
10256307	St. Vrain Complex	529 Coffman	Longmont	6/2/2014	240
				6/16/2014	320
				6/30/2014	310
10256298	Longmont Courts	1035 Kimbark	Longmont	6/16/2014	420
10256300	North Broadway Campus	3400, 3450, 3460, 3470, 3482	Boulder	6/4/2014	661
				6/18/2014	845
10256307	St. Vrain Complex	529 Coffman	Longmont		
10256310	Workforce, Longmont	1500 Kansas	Longmont	6/2/2014	205
	(Purge)			6/2/2014	616
				6/23/2014	96
10289505	HHS Longmont	1921 Corporate Center Cir	Longmont	6/2/2014	750
				6/16/2014	505
				6/30/2014	535
10256297	Land Use	2045 13th St.	Boulder		
10256287	Courthouse Campus	all buildings	Boulder	6/4/2014	285
10256289	DMV	1376 Miners Dr.	Lafayette	6/10/2014	220
				6/24/2014	55
10256293	Public Health, Lafayette	1345 Plaza Ct. North, #3A	Lafayette		
10256296	Justice Center	1777 6th St	Boulder	6/18/2014	1808
10256283	Boulder County ARC & OEM	3180 & 3280 Airport Rd.	Boulder	6/11/2014	205
10256309	Workforce, Boulder	2025 55th St.	Boulder	6/25/2014	251
	(Purge)			6/25/2014	960
10256295	Jail	3200 Airport Rd	Boulder	6/11/2014	909
10256281	Kaiser	2525 13th St	Boulder	6/18/2014	475
10256311	LPEC	1288 Alaska Ave	Longmont	6/23/2014	56
10256280	Boston Site	1030 Boston	Longmont		
10256282	Sheriff's HQ	5600 Flatiron Pkwy	Boulder	6/11/2014	289
10312930	Head Start (Mapleton)	2675 Mapleton Ave	Boulder		
10312920	Head Start (Wilderness)	2845 Wilderness Pl	Boulder	6/11/2014	75
10312934	Head Start (Lafayette)	1135 Cimarron Dr	Lafayette	6/17/2014	19
SPECIAL PURGES - Issue Separate Invoices Please					
10256275	Longmont Probation Purge	1035 Kimbark	Longmont		
10285748	Recycling Center Purge	1901 63rd 2nd fl	Boulder		
10256302	Boulder County POS ADMIN Purge	5201 St Vrain Rd	Longmont		
10256273	Boulder County Courts On going purge	1777 6th Street	Boulder		
10256294	Boulder County HHS Purge	3400 Broadway	Boulder		
10256288	CSU Extention Office Purge	9595 Nelson Rd	Longmont	6/16/2014	440
10548517	Clerk & Recorder Purge	1750 33rd St	Boulder		
10256274	Boulder Cnty DA Purge	1777 6th St	Boulder		
10256276	Boulder County Public Health Purge	3460 Broadway Street	Boulder		
10256280	Boulder County Boston Site Purge	1030 Boston Ave	Longmont		
10256303	Boulder County Probation Purge	1777 6th St	Boulder		
10256278	St. Vrain Complex Purge	529 Coffman	Longmont		