



El Paso County
Contracts and Procurement
15 East Vermijo Avenue
Colorado Springs, Colorado 80903
REQUEST FOR PROPOSAL #RFP-22-134
COVER SHEET

Release Date	September 7, 2022
Solicitation Number	RFP-22-134
Solicitation Title	CELL VENT AND WINDOW REPLACEMENT
Services to be performed for	El Paso County – Sheriff's Office
Responses will be received until	2:00 P.M., MST, Wednesday, October 5, 2022 Electronically through the Rocky Mountain E-Purchasing System
For additional information please contact	Jake Harper, Procurement Specialist Email: JakeHarper@elpasoco.com 719-520-6857
Documents included in this package	Request for Proposal Cover Sheet General Terms and Conditions Special Terms and Conditions Scope of Work Response Submittal Requirements Attachments

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 offer, (3) that the offer is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document, and (4) that the Contractor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission. Offers must contain, in blue ink, a manual signature of an authorized agent of the Contractor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

PRINT OR TYPE YOUR INFORMATION

Company Name: _____	Fax: _____
Address: _____	City/State/Zip: _____
Contact Person: _____	Title: _____
Email: _____	Phone: _____
Authorized Representative's Signature: _____	Date: _____
Printed Name: _____	Title: _____
Email: _____	Phone: _____

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1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" and/or "Responses") made to El Paso County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Contractors") in response, but not limited to, Invitations to Bid, Invitations for Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

2. **CONTENTS OF OFFER**

2.1 **General Conditions.** Contractors are required to submit their Offers in accordance with the following expressed conditions:

2.1.1 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 as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Contractor.

2.1.2 Contractors are advised that all County contracts are subject to all legal requirements contained in County ordinances, the Contracts and Procurement policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

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

2.1.4 El Paso County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of the contract.

2.1.5 All Offers and other materials submitted in response to this Solicitation shall become the property of the County and will be a matter of public record. Contractors must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under the Open Records Act.

Any Contractor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Contractor claims is not subject to disclosure and must submit an additional original copy of the Response with each exempt item clearly redacted. Any Contractor claiming an exemption must also state in its Response that the Contractor agrees to defend, indemnify, and hold harmless the County and its officers and employees from any action brought against the County for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request therefore.

Any Contractor who fails to include an exemption statement along with the additional redacted copy of the Response shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

2.2 Clarification and Modifications in Terms and Conditions

- 2.2.1** Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the specifications outlined in this Solicitation, the specifications then the Special Terms and Conditions will prevail.
- 2.2.2** If any Contractor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** for clarification to the County's Contracts and Procurement Manager or their designee as outlined in the Special Terms and Conditions. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County's buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made by the County's Contracts and Procurement Manager or their designee. The County shall not be responsible for interpretations offered by other employees of the County.

The County shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (<http://www.rockymountainbidsystem.com>) as well as the El Paso County web site (<http://www.elpasoco.com>). Contractors are responsible for either revisiting one of these websites prior to the due date or contacting the Contracts and Procurement Manager or their designee named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Contractor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.3 Prices Contained in Offer-Discounts, Taxes, Collusion

- 2.3.1** Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. 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.
- 2.3.2** 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. Materials purchased directly by the Contractor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Contractor. Under no circumstances shall Contractor be authorized to use the County's tax exemption number in acquiring such materials.
- 2.3.3** The Contractor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, services, or with the County. The Contractor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure 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.

3. PREPARATION AND SUBMISSION OF OFFER

3.1 Preparation

- 3.1.1 El Paso County will not be responsible for any expenses incurred by any Contractor in preparing and submitting its offer.
- 3.1.2 The Offer 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 **in blue ink** by the authorized agent of the Contractor.
- 3.1.3 Offers must contain, in blue ink, a manual signature of an authorized agent of the Contractor or a verifiable electronic time and date stamped signature in the space provided on the Solicitation Cover Sheet. **Typed names as signatures are not allowed.** The original Cover Sheet of this Solicitation must be included in all Offers. If the Contractor's authorized agent fails to appropriately sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.
- 3.1.4 Prices shall be provided by the Contractor on the Solicitation's Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 3.1.5 Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
- 3.1.6 The accuracy of the Offer is the sole responsibility of the Contractor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

3.2 Submission

- 3.2.1 The Offer shall be submitted via the Rocky Mountain E-Purchasing System with the Contractor's name, the RFP Number, and the RFP Title. When required in conjunction with the prescribed method of award, the County's Pricing Form must be used when the Contractor is submitting its Offer. The Contractor shall not alter this form (e.g., add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the County. No other form shall be accepted.
- 3.2.2 Offers submitted via facsimile machines, mail, or email will not be accepted unless expressly permitted in the solicitation.
- 3.2.3 Contractors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The County reserves the right to declare Contractors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

- 3.3 **Late Offers.** Offers received after the date and time set for the opening will not be authorized to enter into the electronic lockbox and will be deemed as non-responsive.

4. MODIFICATION OR WITHDRAWAL OF OFFERS

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

4.2. Withdrawal of Offers

4.2.1 Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

4.2.2 In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days after the opening. If an Offer is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor from the bid list and may not accept any Offer from the Contractor for a six-month period following the withdrawal.

5. REJECTION OF OFFERS

5.1. Rejection of Offers. The County may, at its sole and absolute discretion:

5.1.1 Reject any and all, or parts of any or all, Offers submitted by prospective Contractors;

5.1.2 Re-advertise this Solicitation;

5.1.3 Postpone or cancel the process;

5.1.4 Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or

5.1.5 Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

5.2 Rejection of a Particular Offer. The County may reject an offer under any of the following conditions:

5.2.1 The Contractor misstates or conceals any material fact in its Offer;

5.2.2 The Contractor's Offer does not strictly conform to the law or the requirements of the Solicitation;

5.2.3 The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions and/or specifications;

5.2.4 The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or specifications; or

5.2.5 The Offer has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

5.3 Elimination from Consideration

- 5.3.1 To ensure fair consideration for all Contractors, the County prohibits communication initiated by a Contractor or on a Contractor's behalf regarding the Solicitation to or with any County official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the County prohibits communications initiated by a Contractor or on a Contractor's behalf to or with any County official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Contractor shall be grounds for eliminating the offending Contractor from consideration for award.
- 5.3.2 An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
- 5.3.3 An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state, or federal government, for a minimum period of three years after this previous contract was terminated for cause.

6. **AWARD OF CONTRACT.** El Paso County and the successful Contractor shall execute the County's Trade Contractor Agreement (see Attachment B) to consummate a contract between the parties. This Solicitation and the Contractor's Offer shall be attached and incorporated as part of that contract.

7. **CONTRACTUAL OBLIGATIONS**

- 7.1 **Local, State and Federal Compliance Requirements.** Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- 7.2 **Disposition.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation, without prior written consent of the County.
- 7.3 **Employees.**
 - 7.3.1 All employees of the Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not employees or agents of the County. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. In accordance with the County's policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on County property.
- 7.4 **Workers' Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the County, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the County with a certificate giving evidence that he is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days' prior notice to the County in writing.
- 7.5 **Delivery.** Prices, quotes, and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Contractor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services

from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Contractor any difference between the Contractor's price and the price to be paid to the next lowest Contractor, as well as any costs associated with the re-solicitation effort.

- 7.6 Material or Service Priced Incorrectly.** 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 contract monitoring process or formal audit process, that material or service was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

- 8. CONTRACT MODIFICATIONS.** Terms and conditions may be added, modified, and deleted upon mutual agreement between the County and the Contractor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through an Amendment and executed by authorized agents of the County and the Contractor prior to the enactment of such modifications.

9. TERMINATION OF CONTRACT

- 9.1 Failure to perform.** The County may, by written notice to the successful Contractor, terminate the contract if the Contractor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.
- 9.2 Reasons other than cause.** The County may cancel the contract upon thirty days written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.

1. **ELECTRONIC SUBMISSION OF OFFERS:** El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the Opening and after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Contractor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

The Solicitation Opening for RFP-22-134 will take place VIA TELECONFERENCE on October 5, 2022 @ 2:00 p.m. utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-720-279-0026
2. Enter the participant-guest pass code: 514880#

Proposers are NOT required to participate. No in person entry to our building will be permitted.

2. **SCHEDULE OF ACTIVITIES:** The following activities and dates tentatively outline the process to be used to solicit Contractor responses and to evaluate each Contractor Response.

September 7, 2022	Release Request for Proposal
September 16, 2022 @ 11:00 a.m.	RECOMMENDED Pre-Proposal Meeting
September 19, 2022 @ 2:00 p.m.	Deadline for Submitting Questions
October 5, 2022 @ 2:00 p.m.	Response Submission Deadline
October 2022	Issue Notice of Intent to Award

3. **PURPOSE OF SOLICITATION:** El Paso County is issuing this Solicitation for the purpose of entering into a contract for services as specified herein from a Contractor(s) that will provide prompt and efficient service to the County for Cell Vent and Window Replacement. Although this Solicitation specifies an exact location and timeline for these services to be completed, it is understood and agreed that the County may, during the term of the contract, request additional services be performed by the successful Contractor(s) at other locations within El Paso County. This option, if exercised, is the prerogative of the County and shall be honored by the Contractor(s) throughout the contract period. No guarantees are made that additional services will be requested.
4. **TERM OF CONTRACT:** The awarded contract shall commence on November 1, 2022 and shall remain in effect through April 30, 2023.
5. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed electronically, via the Rocky Mountain E-Purchasing system, to Jake Harper, Procurement Specialist, Contracts and Procurement Division, El Paso County. The Contractor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the schedule of activities for submitting the question(s).

Any official interpretation of this Solicitation must be made by an agent of the County's Contracts and Procurement 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 Contracts and Procurement Division.

6. **SOLICITATION DOCUMENTS:** El Paso County officially distributes solicitation documents through the Rocky Mountain E-Purchasing System and the County's website. ***Copies of solicitations obtained from any other source are not considered official copies.*** Only those Contractors who obtain solicitation documents from the Rocky Mountain E-Purchasing System or El Paso County website will be in receipt of officially posted and relevant information regarding solicitations issued by El Paso County. The County cannot be held responsible for incorrect information, nor can it attest to the accuracy of information, found on websites other than the Rocky Mountain E-Purchasing System or the County's website.
7. **METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the County to award this Solicitation to the Contractor who receives the highest score when the Responses submitted by interested Contractors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria listed in no particular order:
- Project Timeline
 - Project Approach and Solutions
 - References and Experience
 - Project Cost

A more detailed description of these criteria can be found on Page 21 of this document.

Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk, and incentives.

If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors who received the highest scores during the written phase to provide an oral presentation and discussion. The number of Contractors who may be invited to participate in this discussion will be determined by the Evaluation Committee after the written Responses have been scored.

The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

8. **CJIS BACKGROUND CHECK:** Contractor and all subcontractors must submit to a CJIS Background Check prior to entering the facility. The Contractor shall submit a list of all employees, within two (2) days of Notice to Proceed or Notice of Award or within fourteen (14) days prior to appearance on the work site to include full name, date of birth, social security number, and driver's license number for background check. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial of access for that person to the facility. Final approval of employees' list shall be at the sole discretion of the County and shall not be cause for additional payment.

When working within the Criminal Justice Center, all tools will be checked in and out by the job site Foreman and verified by appointed Sheriff's Office staff or Facilities Maintenance personnel. Workday one, all employees will receive a safety briefing given by a member of the Sheriff's Office staff. Working crew will not, at any time while at the Criminal Justice Center, interact with inmates and will always follow established safety procedures.

9. **PRE-PROPOSAL CONFERENCE AND SITE VISIT IS STRONGLY RECOMMENDED:** A recommended pre-proposal conference will be held on Friday, September 16, 2022 at 11:00am at the El Paso County Criminal Justice Center, 2739 E Las Vegas St, Colorado Springs, Co 80906. A representative of the Contractor is

strongly encouraged to attend this conference and site visit in order to become familiar with the requirements and measurements for the recreation yard modifications. **This will be the only time available to walk-thru the sites; no other appointments will be scheduled. Due to the secure nature of the sites, Contractors who fail to arrive at the pre-proposal conference prior to the starting time will not be offered the opportunity to walk-thru the sites. Contractors shall take all necessary precautions with going through a secure facility, i.e. tools, camera, etc. Pictures of staff and inmates are prohibited.**

10. FURNISH AND SET IN PLACE REQUIREMENTS: The successful Contractor shall be required to furnish the materials, products and/or equipment identified in these Specifications as well as to set in place or install these materials, products and/or equipment at the facility designated by the County. Accordingly, the Contractor shall include all costs associated with installation in its proposed unit cost to the County and shall not identify installation costs as a separate item unless specifically allowed on the Response Sheet. If applicable, the successful Contractor shall also be required to provide adequate training to County personnel on the appropriate use of the materials, products and/or equipment.

11. BID GUARANTY IS REQUIRED FOR A PERCENTAGE OF THE TOTAL PRICE: All Responses shall be accompanied by a Bid Guaranty in the form of a Certified Check, Cashier's Check or Bid Bond, made payable to EL PASO COUNTY, in the amount that represents 5% of the total base price. The Bid Guaranty shall be made payable to County and shall be conditioned upon the successful Contractor submitting a specified performance bond within ten (10) calendar days following written notice of award. Any Response which is not accompanied by a Bid Guaranty shall be considered non-responsive and ineligible for award. In the event the selected Contractor fails or refuses to submit the performance bond within the time stated, the Bid Guaranty/Security submitted with the Response will be forfeited as liquidated damages because of such failure or default. The bid guarantees will be returned after the opening of Responses to all except the three lowest responsible, responsive Contractors and the remaining guarantees shall be returned to these Contractors after the contract with the selected Contractor(s) is executed.

12. PERFORMANCE BOND BASED ON A PERCENTAGE OF THE OFFERED PRICE: The Contractor to whom a contingent award is made shall duly execute and deliver a Performance and Payment Bond to the County in an amount that represents 100% of the price offered by the Contractor. The Contractor may deliver multiple bonds in lieu of a single bond, provided the total amount of these bonds equals the amount specified above. The bond shall be delivered to the County's Contracts and Procurement Division within ten (10) calendar days after a Notice of Intent to Award is given to the Contractor, either verbally or in writing. If the Contractor fails to deliver the bond within this specified time frame, including any extensions which may be granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall surrender its Bid Bond. In lieu of a Performance and Payment Bond, the County will accept a cash bond in the form of a certified cashier's check made payable to El Paso County.

Should an Extension(s) or Amendment(s) be completed on the contract that increases the amount of the contract, it shall be a requirement that the Contractor request additional bonding capabilities from their Bonding Agent to match the amended contract amount and the Contractor shall be responsible for paying any fees associated with the increase in the bonding amount. The County shall not be responsible for nor pay for any bonding fee increases.

13. DEPOSITS REQUESTED: Contractor(s) shall provide their deposit request as a separate line item on the Pricing Form included with this solicitation document and include a detailed reason for the request. It is El Paso County's preference to pay no more than a 25% deposit in total for any goods or services outlined in this solicitation. The County shall review and verify requested deposits and the reasoning behind the request. The County reserves the right to establish its own procedures for evaluating the Contractors' deposit and reasoning and based on this evaluation criteria, the County shall be the sole judge of whether the deposit request is allowable, and its decision shall be final. No guarantees are made that requested deposits will be accepted.

14. PROJECT SHALL BE COMPLETED BY NO LATER THAN APRIL 30, 2023: The Contractor shall complete the project by no later than April 30, 2023. All work shall be performed in accordance with good commercial

practice and the work schedule and completion dates shall be adhered to by the successful Contractor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the County of the delays and a new completion date can be negotiated. Should the Contractor(s) to whom the contract(s) is awarded fail to complete the work within time required, it is hereby agreed and understood that the County reserves the right to cancel the contract with the Contractor and to secure the services of another Contractor to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the Contractor for work which was completed and found acceptable to the County in accordance with the Specifications. In addition, the County may, at its sole discretion, request payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the County as a result of having to secure the services of another Contractor.

15. LIMITATION OF OPERATIONS DURING NORMAL BUSINESS HOURS: Work shall be performed during normal business hours which are 8:00 a.m. to 5:00 p.m. except in those cases where such work is necessary for the proper care and protection of the work already performed, and only in those cases where permission to do such work is secured from the County's Project Manager. No overtime work shall be started without prior approval of the County's Project Manager or his/her designated representative.

16. POST INTENT TO AWARD MEETING: The Contractor may be required to attend a post intent to award meeting with the County to discuss the terms and conditions of the contract. This meeting will be coordinated by the Contracts and Procurement Division once a Notice of Intent to Award has been issued.

17. DEBRIEFING: Offeror(s) not selected for award may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon the Final Notice of Award being posted on the Rocky Mountain E-Purchasing website.

A debriefing may be scheduled by contacting the Procurement Specialist listed on the Cover Sheet of this Solicitation once the Final Notice of Award has been posted.

18. PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE: Successful Contractors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award.

19. LOBBYING PROHIBITED: Contractors are prohibited from directly or indirectly communicating with members of the Board of County Commissioners regarding their qualifications or any other matter related to the eventual award of a contract for the goods and/or services requested in this Solicitation. Contractors are prohibited from contacting County employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Contractor's immediate disqualification from the selection process.

20. CONFLICTS WITHIN THE CONTRACT DOCUMENTS: In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Contractor shall not avail itself of such manifestly unintentional error or omission but must have same explained or adjusted by the County's project manager before proceeding with the work in question.

- 21. LOCATION OF WORK:** The work described in this Solicitation shall be performed at El Paso County Criminal Justice Center located at 2739 Las Vegas St, Colorado springs, Colorado.
- 22. LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Contractor shall maintain an office within the Metro Colorado Springs, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. Metro Colorado Springs consists of City of Colorado Springs and surrounding cities and counties, El Paso County, City of Pueblo and surrounding counties, City and County of Denver, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, Gilpin County, Teller County, Colorado, etc.
- 23. SUPERINTENDENT SHALL BE SUPPLIED BY CONTRACTOR:** The successful Contractor shall employ a competent superintendent who shall be the primary representative for the Contractor and all communications given to, and all decisions made by, the superintendent shall be binding to the Contractor. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the County.
- 24. CONSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another Contractor.
- 25. SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Contractor shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this Solicitation. The Contractor shall also identify the capabilities, experience, and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.
- 26. LICENSES REQUIRED FOR TRADES:** Professional contractors performing services in/for the County must show that they have been duly licensed by the municipality where the work is being performed, if required by that municipality, prior to being awarded a contract by the County.
- 27. CURRENT PERMITS REQUIRED:** Contractor must obtain and pay for all required permits, licenses, inspection fees, etc., and will comply with all laws, ordinances, and regulations regarding Cell Vent and Window Replacement. Damages, penalties and/or fines imposed by the County on the Contractor for failure to obtain required permits, licenses or fees shall be borne by the Contractor. Contractor shall enclose a current copy of their permits, licenses, and inspection certificates with their Response.
- 28. LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE CONTRACTOR:** Unless otherwise provided in this Solicitation, the Contractor shall furnish all labor, materials, and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.
- 29. DEFICIENCIES IN WORK TO BE CORRECTED BY CONTRACTOR:** The successful Contractor shall promptly correct all deficiencies in service and/or any service that fails to conform to the Contract Documents. All corrections shall be made immediately after such deficiencies and/or non-conformances are verbally reported to the Contractor by the County's Project Manager. The Contractor shall bear all costs of correcting such rejected services. If the Contractor fails to correct the service within the period specified in this Solicitation, the County reserves the right to place the Contractor in default of its contractual obligations, obtain the services of another Contractor and charge the Contractor for these costs, either through a deduction from the final payment over to the Contractor or through invoicing.

- 30. VARIATIONS ALLOWED IF INDICATED:** For purposes of Response evaluation, Contractors must indicate any variances to the Specifications, terms, and conditions, and attached Sample Agreement no matter how slight. If variations are not stated in the Contractor's Response, it shall be construed that the Response fully complies with the Specifications, terms, and conditions, and attached Sample Agreement. Notwithstanding the above, it is hereby agreed and understood that the County reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.
- 31. ADDITIONAL SERVICES MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies an exact number of locations where services are to be performed for the County, it is understood and agreed that the County may, during the term of the awarded contract, request additional services for the same or other locations from the successful Contractor. This option, if exercised, is the prerogative of the County and shall be honored by the Contractor as a condition of contract award.
- 32. SALES TAX:** The County is exempt from paying State or Local Sales Taxes. Contractors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39-26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 09-803308-0000, Federal tax I.D. # 84-6000764.
- 33. METHOD OF PAYMENT - LUMP SUM PAYMENT AFTER WORK IS COMPLETED:** Upon completion and acceptance of the work required in conjunction with this Solicitation, the successful Contractor shall submit one lump sum invoice to El Paso County, Project Manager. The invoice shall reflect the total value of the contract and shall reference the appropriate Purchase Order number, the address of the workplace, and all itemized material and labor costs, if applicable. The date of the invoice shall not exceed thirty (30) calendar days from the date that the work was completed and accepted. Under no circumstances shall the invoice be submitted to the County in advance of such completion and acceptance.
- 34. PAST PERFORMANCE:** The County may evaluate Past Performance with El Paso County or another entity and/or make such investigations as deemed necessary to determine the ability of the Contractor to perform work outlined in this solicitation. If the County has terminated a contract with the Contractor within the past five (5) years, the Contractor may be asked to furnish information for this investigation as the County requests. Such information includes but not limited to: current/past company references, current licensing information, history of the firm on assessments of liquidated damages, contracts 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 Response 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 Solicitation and to complete the work contemplated herein. Conditional Responses will not be accepted.
- 35. ACCIDENT PREVENTION:** The Contractor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of the awarded contract. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Contractor which is responsible for same. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.
- 36. PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Contractor during the term of the awarded contract. The Contractor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the County.
- 37. CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the County premises. At completion, the successful Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.

38. INSURANCE:

- A. The Contractor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.
- B. The Contractor shall procure and maintain, during the life of this Agreement, for itself and any subconsultants, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Contractor requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Contractor.
 - a. The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be reviewed and approved by the County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County two (2) weeks prior to commencement of the Agreement**. The completed certificate of insurance shall be named and sent to:

El Paso County
Board of County Commissioners
Attn: Contracts and Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

- b. It is the affirmative obligation of the Contractor to notify the County's Contract Specialist, as provided in this Agreement, including e-mailing (PURCOI@elpasoco.com) a copy of the notice to the Contracts and Procurement Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.
- c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Contractor from the County.
- d. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- e. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars (\$387,000) per person, and One Million Ninety-Three Thousand Dollars (\$1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act,

39. INDEMNIFICATION: Indemnification – General. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, Board of County Commissioners, officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County Board of County Commissioners, its officers, agents and employees, from damages resulting from the negligence of the County's Board of County Commissioners, officials, officers, directors, agents, and their insurers, and employees. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification for Professional Services. The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the County, Board of County Commissioners, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated to indemnify or hold harmless the County for the negligent acts of the County, Board of County Commissioners, or any of its officials, officers, directors, agents, and employees.

Indemnification – Costs. The Contractor shall, to the extent provided by law, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor shall, to the extent provided by law, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees, the County shall reimburse the Contractor for the portion of the judgment attributable to such act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees.

40. FEDERAL FUNDING: In the event the agreement will use federal funds, Contractor shall comply with the following:

- A. Federal Compliance - This Solicitation will be funded, in whole or in part, with an award of federal funds. Contractor shall comply with all applicable federal laws, regulations, and requirements. These include but are not limited to compliance with the following laws and regulations:
 - 1) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this Agreement is in excess of \$100,000 and involves the employment or mechanics or laborers, Contractor must comply with provisions of 40 U.S.C. 3702, as supplemented by Department of Labor regulations (29 CFR Part 5).
 - 2) Rights to Inventions Made Under a Contract or Agreement. If this Agreement is an agreement with a small business firm or nonprofit organization for performance of experimental, developmental, or research, Contractor must comply with the requirements

or 37 CFR Part 401, "Rights to Inventions Made by Nonprofit organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any Implementing regulations issued by the awarding agency.

- 3) Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If this Agreement is in excess of \$150,000, the Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency of the federal funds for this Agreement and the Regional Office of the Environmental Protection Agency (EPA).
- 4) Debarment and Suspension (Executive Orders 12549 and 12689). The County is prohibited from entering into this Agreement with a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 5) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement is for compensation in excess of \$100,000, Contractor must file the required certification with the County that it will not and has not used Federal appropriated funds received by the Contractor to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 6) Procurement of Recovered Material (2 CFR CH. II §200.322). Contractor must 1) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and 3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 7) Equal Employment Opportunity. If this Agreement is a construction contract Contractor is required to comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11246, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Implementing regulations at 41 CFR part 60, "Office or Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 8) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this Agreement is prime construction contract in excess of \$2,000, Contractor is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of

Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- 9) Affirmative Action, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this Solicitation by reference.

41. FEDERAL REGULATION COMPLIANCE DUE TO THE USE OF FEDERAL DOLLARS: Since the goods, services, and/or equipment that will be acquired under this Solicitation will be purchased, in part or in whole, with federal dollars, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this Solicitation by reference.

42. FEDERAL STANDARDS COMPLIANCE: All services to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

43. NON-APPROPRIATION. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

44. EQUAL OPPORTUNITY: El Paso County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, 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 the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Contractor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Contractor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.

45. PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this Solicitation will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from, make its own payments, and issue its own exemption certifications as required by the Contractor. It is understood and agreed that El Paso County is not a legally binding party to any contractual agreement made between any other governmental unit and the Contractor as a result of this Solicitation.

46. CONFIDENTIALITY: Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Request for Proposals, Request for Qualifications or Request for Quotes that are not cost driven, will be the names of the respondents. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Solicitation be available as public record.

In consideration of Invitation for Bids or for Request for Quotes that are cost driven, the only information that will be released is the names of the respondents, the total cost of the bids, and the apparent responsible, responsive Contractor. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Bid be available as public record.

Responses submitted to the County for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S., after award is made. Any confidential information in the Contractor's Response shall be identified as such. Should the County receive a request for the release of any information in the Contractor's Response identified as confidential in accordance with the open records law,

the County will notify the Contractor of the request and will exercise best efforts in assisting the Contractor in taking all legally available steps to resist or narrow such request. If, in the opinion of County's legal counsel, the County is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the County may disclose such information without liability.

- 47. GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from County employment), or for any employee or former employee (within six months of termination from County employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any El Paso County employee, the proposal shall be disqualified and shall not be reinstated.

- 48. BUDGET:** Budget will not be disclosed.

- 49. DEBARMENT:** By submitting this Response, the Contractor warrants and certifies that they are eligible to submit a Response because they 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.

- 50. LOGOS:** The County logo is trademarked and property solely of El Paso County. Contractors do not have permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark as to not influence an evaluator's evaluation.

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1. SPECIFICATIONS

The El Paso County Sheriff's office is soliciting responses from qualified Contractors to furnish all materials and labor as necessary for the replacement of 704 HVAC cell vents and 89 Lexan windows in inmate housing at the Criminal Justice Center (CJC). Work is anticipated to be completed between November 1, 2022 and April 30, 2023.

It is expected that the business and their team members have significant experience with this type of project. It is expected that the individuals overseeing and managing this project are licensed professionals. The successful Contractor shall be considered and shall remain an independent contractor throughout the term of any contract awarded pursuant to this Solicitation.

The successful Contractor shall be solely responsible for scheduling and coordinating work of the sub-contractors, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the successful Contractor.

The successful Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, temporary facilities, and all other facilities and incidentals necessary for performance, testing, start up, and completion of the services outlined in this Solicitation.

Although this Solicitation specifies an exact location for these services, it is understood and agreed that the County may, during the term of the contract, request additional HVAC vents and window replacement from the successful Contractor. This option, if exercised, is the prerogative of the County and shall be honored by the Contractor throughout the contract period. No guarantees are made additional services will be requested.

A. Background

Sheriff's Office deputies are responsible for ensuring the health and safety of every inmate housed within the CJC. Inmates can tie ligatures through existing HVAC vents and many cell windows are extremely scratched, causing poor visibility. The Sheriff's Office wants to replace the existing vents and windows posing a threat to health and safety with ligature resistant vents and windows with clear visibility.

B. Objective

The goal for this project is to provide deputies easier visibility and mitigate the possibility of an inmate using a ligature in their cell.

2. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive. Submittals must contain, in blue ink, a manual signature of an authorized agent of the Contractor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

- Contractor Information Form
- Proprietary / Confidential Statement
- Sub-contractor List, if applicable
- Exhibit 1 – Exception Form
- Exhibit 2 – Debarment Certification
- Exhibit 3 – Lobbying Certification
- Exhibit 4 – Non-Collusion Affidavit
- Exhibit 5 – Minimum Insurance Requirements

3. SCOPE OF WORK

HVAC Vent Replacement

The Contractor will replace 704 HVAC vents located in inmate housing cells. The outer vent housing will remain in the cinder block wall and the interior pieces of the vent will be removed. Once removed, a 7" X 7" 10ga steel plate with 3/16" perforated holes 5/16" on center will be welded to existing vent. All vents will be painted Diamond Vogel Semi-Gloss Coconut DSI625-500. Please see attached picture of existing cell vents.

Lexan Window Replacement

The Contractor will replace a total of 89 Lexan windows in inmate cell doors. All windows being replaced must be Mar Resistant Lexan. All windows will be installed with windows glazing tape to prevent movement within the frame. Please see attached pictures of existing Lexan windows.

- 61 windows are approximately 7" X 22" X ½". Windows are secured in door by a metal frame and attached with security bolts.
- 28 windows are approximately 23½" X 31" X ½". Windows are secured in door by a sandwich style metal frame and attached with security bolts.

4. EVALUATION CRITERIA

The evaluation committee will score Responses based on the following criteria:

- Project Timeline: Provide a detailed timeline for all project activities and scheduled completion date.
- Project Approach & Solutions: Include the means and methods of accomplishing the Scope of Work
- References and Experience: Minimum of five (5) years of service; provide a minimum of three (3) references, one (1) being a government agency of the same size and scope as El Paso County.
- Project Cost: Provide a complete pricing form located on page 21.

5. RESPONSE FORMAT

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

To facilitate an effective evaluation process, responses must be submitted on 8.5" x 11" inch paper, single-sided pages with a minimum font of 10, and all pages should be numbered in the following manner: page ___ of ___ pages with a maximum of seventy-five (75) pages. All acronyms in the response must be defined.

Attachments/Exhibits included in this solicitation that require signature and/or are a required document to be returned with your Responses shall be included as an exhibit to your Responses and will not be included in the 75-page limit. Schedules, if applicable, may be submitted on 11" x 17" sheets and are counted as one page (limit of five pages).

Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this Solicitation.

ELECTRONIC SUBMISSION OF OFFERS: El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Contractor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

To enable the County to conduct a uniform review of the information submitted in response to this Solicitation, Contractors must address the following information, numbered to directly correspond with the number of the

Table of Contents section of the submitted Response. The County reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature in ONE PDF document.

- A. Provide response without reference to El Paso County logo or company logo in **one** PDF document
- B. Submit response in a tab format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. – Required Documentation section, Evaluation Criteria section, etc. as outlined on the Response Submittal Requirements page
- C. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead that:
 - a. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation
 - b. Provides, in brief concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project
 - c. Is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work
- D. Provide documentation that satisfies the Required Document Requirements
- E. Provide documentation that satisfies the criteria to be evaluated
- F. Provide the completed and signed Cover Sheet
- G. Addendum(s) Acknowledgement, if applicable
- H. Submission Form
- I. Pricing Form
- J. Completed W9
- K. Universal Entity Identifier (UEI) Number
- L. Additional Attachments, if applicable

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No.	Description	Qty.	Unit Price (\$)	Extended Price (\$)
1	Cell Vent Cover: 7" X 7" 10ga steel plate; 3/16" perforated holes 5/16" on center	704		
2	Cell Window 7" X 22" X ½"	61		
3	Cell Window 23½" X 31" X ½"	28		
4	Paint: Diamond Vogel Semi-Gloss DSI625-500			
5	Misellaneous Materials			
6	Hourly Labor			

Labor & Material Total Cost: \$ _____

1. CONTRACTOR

- a. Legal Name of Company _____
- b. Business Name or DBA (if different) _____

2. LOCAL COLORADO ADDRESS (IF APPLICABLE)

- a. Street Address _____
- b. City/State/Zip _____

3. ORDER ADDRESS

- a. Street Address _____
- b. City/State/Zip _____
- c. Online (website) _____

4. PAYMENT ADDRESS

- a. Street Address _____
- b. City/State/Zip _____

5. CONTACT INFORMATION

- a. Name/Title _____
- b. Telephone Number: (_____) _____
- c. Toll Free Number: (_____) _____
- d. Fax Number: (_____) _____
- e. Email Address: _____

6. TAXPAYER IDENTIFICATION NUMBER

7. OWNERSHIP STATUS (check all that apply)

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Governmental Agency	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Individual	<input type="checkbox"/> Other _____
<input type="checkbox"/> Non-Profit	

8. PRIMARY BUSINESS CLASSIFICATION

<input type="checkbox"/> Broker	<input type="checkbox"/> Retailer
<input type="checkbox"/> Distributor	<input type="checkbox"/> Service Provider
<input type="checkbox"/> Jobber	<input type="checkbox"/> Subcontractor (trades)
<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Wholesaler
<input type="checkbox"/> Prime Contractor (trades)	<input type="checkbox"/> Other _____

9. OFFICERS, OWNERS, PARTNERS

Name/Title _____

Name/Title _____

Name/Title _____

10. COMPANY PROFILE

- a. Date Firm Was Established _____
- b. Under the Laws of What State _____
- c. Number of Employees _____
- d. Approximate Yearly Sales Volume _____

11. PRIMARY PLACE OF BUSINESS

_____ Home _____ Office/Warehouse
_____ Office Building _____ Warehouse
_____ Office Complex _____ Other _____

12. STAFF EXPERIENCE (key members of your company's staff who will be assigned to this project)

- a. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- b. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- c. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- d. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- e. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____

13. REFERENCES (customers similar to El Paso County to whom services similar in size and scope have been provided)

- a. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- b. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- c. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- d. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- e. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____

14. **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?
- ____ Yes ____ No
15. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?
- ____ Yes ____ No
16. **PURCHASE ORDERS.** Do you accept purchase orders?
- ____ Yes ____ No
17. **CREDIT CARDS.** Do you accept credit cards?
- ____ Yes ____ No
18. **INFORMATION** (if you answer "yes" to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).
- a. In the past five years, has there been any change in ownership of your company?
- ____ Yes ____ No (if "yes," attach explanation labeled 18a)
- b. In the past five years, has your firm operated under any other name?
- ____ Yes ____ No (if "yes," attach explanation labeled 18b)
- c. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?
- ____ Yes ____ No (if "yes," attach explanation labeled 18c)
- d. In the past five years, has your firm been in bankruptcy?
- ____ Yes ____ No (if "yes," attach explanation labeled 18d)
- e. In the past five years, has your firm been assessed and paid liquidated damages?
- ____ Yes ____ No (if "yes," attach explanation labeled 18e)
- f. In the past five years, has your firm, or any firm with which your company's officers, owners or partners are associated, been barred, disqualified, removed, or otherwise prevented from bidding on, or competing for any government project for any reason?
- ____ Yes ____ No (if "yes," attach explanation labeled 18f)
- g. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?
- ____ Yes ____ No (if "yes," attach explanation labeled 18g)
- h. In the past five years, has any claim against your firm concerning your firm's work on a project been filed in court or arbitration?
- ____ Yes ____ No (if "yes," attach explanation labeled 18h)
- i. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
- ____ Yes ____ No (if "yes," attach explanation labeled 18i)
- j. Has your firm, or any of its officers, owners, or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
- ____ Yes ____ No (if "yes," attach explanation labeled 18j)

- k. Has your firm, or any of its officers, owners, or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?
____ Yes ____ No (if "yes," attach explanation labeled 18k)
- l. Has your firm, or any of its officers, owners, or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
____ Yes ____ No (if "yes," attach explanation labeled 18l)
- m. In the past five years, has any surety company made any payments on your firm's behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf?
____ Yes ____ No (if "yes," attach explanation labeled 18m)
- n. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?
____ Yes ____ No (if "yes," attach explanation labeled 18n)
- o. Have you ever had insurance terminated by a carrier?
____ Yes ____ No (if "yes," attach explanation labeled 18o)
- p. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?
____ Yes ____ No (if "yes," attach explanation labeled 18p)
- q. In the past five years, has OSHA cited and assessed penalties against your firm?
____ Yes ____ No (if "yes," attach explanation labeled 18q)

19. Licenses. Does your company have current and valid licenses for the services being requested? Please provide copies.
____ Yes ____ No (if "yes," attach licenses labeled 18)

20. Certification. The undersigned hereby affirms (1) that he/she is a duly authorized agent of the Contractor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the Contractor's Response.

- a. Printed Name: _____
- b. Printed Title: _____
- c. Firm Name: _____
- d. Address: _____
- e. City, State, Zip: _____
- f. Telephone: _____
- g. Fax: _____
- h. E-mail: _____
- Authorized Representative's Signature _____

Attach all requested exhibit items to the end of this document and clearly label each exhibit with the corresponding question number.

'I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of Colorado Open Records Act CRS 24-72-201 et seq., as amended, and that:

_____ None of this submittal is considered proprietary and/or confidential

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Colorado Open Records Act/Government Code). **A clearly identified redacted softcopy of the original Response is required if this section is selected.**

Page:	Code:	Reason:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

General reference to Freedom of Information Act (FOIA) or Colorado Open Records Act (CORA) is not sufficient justification. The County has the final discretion in determining whether information is subject to disclosure under CORA.

I/We acknowledge that the above statements may be subject to legal review and challenge.

Signature below indicates that applicant has read all the information provided above and agrees to comply in full. This form is considered as a section of the Request for Proposal, RFP-22-134 and therefore, this signed document shall become consideration and fully submitted with the original package.

Authorized Representative's Signature

Date

Printed Name

Title

Company Name

El Paso County values your input. Your input assists us in building competitive solicitations and ensuring our solicitations are cutting edge and relevant. Please spend a few minutes to complete this form and return to the Contracts and Procurement Division.

Please send to: El Paso County
Jake Harper, Procurement Specialist
RFP-22-134; Cell Vent and Window Replacement
JakeHarper@elpasoco.com

Specifications too "strict" (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

Specifications are unclear. Please explain.

Other. Please explain in detail.

- ☐ 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 this product or service

PRINT OR TYPE YOUR INFORMATION

Company Name: _____ Fax: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Authorized Representative's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____

ELECTRONIC SUBMISSION OF OFFERS: El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Contractor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature

Contractor shall check (✓) to confirm that the following documentation has been submitted:

- ☐ Signed Cover Sheet from this Solicitation
- ☐ Contractor Information Form
- ☐ Proprietary / Confidential Statement
- ☐ Signed copies of any addenda issued regarding this Solicitation
- ☐ W9 Documentation / Universal Entity Identifier (UEI) Number
- ☐ Exhibit 1, 2, 3, 4, and 5
- ☐ Pricing Form

Does your offer comply with all of the **terms and conditions** of this solicitation and the attached Agreement?

☐ Yes ☐ No If not, indicate exceptions on Exhibit 1.

Does your offer meet or exceed all of the **specifications** of this solicitation and the attached Agreement?

☐ Yes ☐ No If not, indicate exceptions on Exhibit 1.

Contractor's response to the following question will not be considered in awarding this Solicitation.

El Paso County actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Contractor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Contractor. It is understood and agreed that El Paso County would not be a legally binding party to any contractual agreement made between any other agency and the Contractor as a result of this Solicitation.

May other units of government avail themselves of this contract and purchase any and all items specified.

☐ Yes ☐ No

EXHIBIT 1: EXCEPTIONS

Print the words "no exceptions" (here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these Response documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the Response document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your Response.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of Responses. Offerors stipulating that the County must use their contract or agreement may be determined non-responsive and their Response determined unacceptable.

Company Name: _____

Address: _____
(County, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

EXHIBIT 2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. **Are presently active and in good standing on SAMs.gov**
- C. **Are required to be in good standing throughout the contract term**
- D. Have not within a three-year period preceding this Response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- E. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- F. Have not within a three-year period preceding this application/Response had one or more public transaction (federal, state, or local) terminated for cause or default.
- G. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

(Check One)

I DO CERTIFY ☐

I DO NOT CERTIFY ☐

Date: _____

Signature: _____

Title: _____

EXHIBIT 3: RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

I DO CERTIFY ☐

I DO NOT CERTIFY ☐

Proposer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 4: NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of _____ (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached Response were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other Contractor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent Responses or competition; and
3. That unless otherwise required by law, the contents and prices contained in the Response have not been communicated by _____ (proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the Response, and will not be communicated to any such person prior to the official opening of the Response; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

I DO CERTIFY ☐

I DO NOT CERTIFY ☐

Proposer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 5: MINIMUM INSURANCE REQUIREMENTS

For this contract, the following provisions for insurance shall apply:

The Contractor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.

The Contractor shall procure and maintain, during the life of this Agreement, for itself and any subconsultants, the minimum insurance coverages listed in Attachment A. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Contractor requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Contractor.

1. The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be reviewed and approved by the County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County two (2) weeks prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

El Paso County
Board of County Commissioners
Attn: Contracts and Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

2. It is the affirmative obligation of the Contractor to notify the County's Contract Specialist, as provided in this Agreement, including e-mailing (PURCOI@elpasoco.com) a copy of the notice to the Contracts and Procurement Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

3. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Contractor from the County.

4. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

5. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations

(presently Three Hundred Eighty-Seven Thousand Dollars (\$387,000) per person, and One Million Ninety-Three Thousand Dollars (\$1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

El Paso County must be included on the General Liability insurance as an additional insured. Certificates of Insurance must be submitted before commencing work and provide 30 days' notice prior to any cancellation.

It shall be the responsibility of the Contractor to ensure that all sub-Contractors carry insurance of not less than those coverages and limits specified herein. Proper evidence of this compliance must be forwarded to appropriate department prior to the inception of any work by sub-Contractor.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature) (Date)

ATTACHMENT A INSURANCE CHECKLIST

SOLICITATION NUMBER:
TITLE OF SOLICITATION:

Insurance items checked below have been identified as necessary requirements for this Contractor per the desired scope of work.

Insurance Item:	Required	Waived
Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section and per EXHIBIT 5 at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the County.	X	
Workers' Compensation: Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.	X	
General Liability: Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 damage to premises rented to you – any one premises.	X	
Automobile Liability: Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.	X	
Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the County, its agencies, institutions, organizations, officers, agents, employees, and volunteers.	X	
Umbrella Liability Insurance: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: \$1,000,000 each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County.		
Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$1,000,000 each occurrence; and \$2,000,000 general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County.		
Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than \$1,000,000 each occurrence and aggregate.		
Professional Liability Insurance: If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with minimum limits as follows: \$1,000,000 each claim; and \$1,000,000 general aggregate.		
Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than \$1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee		
Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement.	X	

The Sample Trade Contractor Agreement is included in this solicitation for information and reference purposes only.

It is the responsibility of the Contractor to provide any exceptions to this Solicitation and/or Sample Trade Contractor Agreement with its response for evaluation by El Paso County. It is the responsibility of the Consultant to provide the Solicitation and Sample Trade Contractor Agreement to their Legal Counsel for review and notation of any exceptions prior to submitting a proposal.

Following the determination of award, El Paso County and the successful Contractor will execute this document to consummate a contract between the parties. The Solicitation and the Contractor's Offer will be attached and incorporated as part of the contract.

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In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.