



## REQUEST FOR QUOTATION (RFQ)

QUOTATION: #Q17-07

TITLE: Larimer County Workforce Center One-Stop Operator

CLOSING DATE: 5/31/2017

CLOSING TIME: 10:00 A.M. (our clock)

### INSTRUCTIONS TO VENDORS

The Larimer County Purchasing Department will be receiving quotes via email, up to 10:00 A.M. (our clock), on Wednesday, May 31, 2017 at which time they will be recorded, but not publicly opened, to consider contracting with one (1) One-Stop Operator under the Workforce Innovation and Opportunity Act (WIOA) of 2014 for the Larimer County Local Workforce Development area. Email completed quotes to Les Brown at [brownxld@larimer.org](mailto:brownxld@larimer.org) (.pdf format is preferred). Call Les Brown at 970-498-5954 to confirm your quote has been received.

All questions regarding this Request for Quotation must be emailed to Les Brown, Purchasing Agent, at [brownxld@larimer.org](mailto:brownxld@larimer.org). **Questions are due no later than 10:00 a.m. May 22, 2017.** Please call Les Brown at 970-498-5954 to verify receipt of your questions. **NOTE:** Unauthorized contact with any other County employees regarding this RFQ may result in disqualification of your quote.

Firms are requested to also provide a "Redacted Copy" of their quote, which, adhering to the information provided in the next paragraph, will be used to satisfy open records requests. **Firms that do not provide a redacted copy will have their electronic copy used to satisfy open records requests.** Redacted responses should not include information which the Vendor believes to be trade secret or other privileged or confidential data. If brochures or other supportive documents are requested, then it is required that they be submitted with your electronic quotes.

All information submitted in response to this request for quote (RFQ) is public after the Notice of Award has been issued. The vendor should not include as part of their response to the RFQ any information which the vendor believes to be a trade secret or other privileged or confidential data. If the vendor wishes to include such material with a quote, then the material should be supplied under separate cover and identified as confidential. Statements that the entire quote is confidential will not be honored. We request a redacted electronic copy which is free of information the vendor believes to be trade secret or other privileged or confidential data. Larimer County will endeavor to keep that information confidential, separate and apart from the quote subject to the provisions of the Colorado Open Records Act (CORA) or order of court.

In submitting a quote, the vendor agrees that acceptance of any or all quotes by the County within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Director of Larimer County.

**No work shall commence nor shall any invoices be paid** before the contractor provides the required proof of insurance as outlined in the "Insurance Requirements", and before such proof is accepted by Larimer County Risk Management. **Additionally**, the contractor will provide an endorsement naming Larimer County as an additional insured to their policy. If you have any questions concerning the insurance requirements, please contact Risk Management at (970) 498-5963 at least one week before the quote recording date. Payment for work performed or goods sold to Larimer County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods.

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

Larimer County reserves the right to reject any and or all quotes, to further negotiate with successful Vendor and to waive informalities and minor irregularities in quotes received, and to accept any portion of the quote if deemed to be in the best interest of Larimer County to do so. If, in the sole judgment of the Board of County Commissioners, the quotes are substantially equal, the Board may grant the contract to companies located in Larimer County, however this is not applicable in the case that Federal funds are used. The total cost of quote preparation and submission shall be borne by the Vendor.

No telephone or facsimile quotes will be accepted.

Quotes must be clearly identified by quote number and title. Responsibility for timely submittal and routing of quotes, prior to recording, lies solely with the vendor. Quotes received after the closing time specified will not be considered.

Larimer County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Larimer County does not discriminate.

The Contractor certifies that by signing the contract/accepting of the purchase order, neither the contractor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

Quotes must be furnished exclusive of any Federal, State, or Local taxes.

Other governmental entities may piggyback on the award of this solicitation, and should contact Larimer County Purchasing for any necessary procurement documents. The entity shall deal directly with the award vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Larimer County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the vendor or any government entity relating to such use.

No vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at [www.sam.gov](http://www.sam.gov).

Quotes must be furnished exclusive of any Federal, State, or Local taxes.

### **INTENT**

The Larimer County Purchasing Department is requesting quotations for the Larimer County Workforce Center (LCWC). LCWC intends to contract with one (1) [One-Stop Operator](#) under the [Workforce Innovation and Opportunity Act \(WIOA\) of 2014](#) for the Larimer County Local Workforce Development area.

**\*\*\* No third-party contracts or subcontracts will be allowed \*\*\***

The selected One-Stop Operator, in a consultant role, will play a critical role in supporting the LCWC and Larimer County Workforce Development Board (WDB) by coordinating its' diverse partners and facilitating, coordinating, and negotiate monitoring service delivery and performance goals Memorandums of Understandings (MOUs). The One-Stop Operator will also monitor the service delivery and performance goals identified in the MOU's.

WIOA's focus is on further enhancing the high-quality [One-Stop Center](#) system by continuing to align investments in workforce, education, and economic development to regional in-demand jobs. WIOA places greater emphasis on local resource coordination to better meet the needs of jobseekers and businesses. Inclusive in the requirements under WIOA is the [necessity to competitively select a One-Stop Operator](#) to support the implementation of Memorandums of Understanding (MOU) within the local area.

Under WIOA, each mandated partner is required to enter into a MOU with the Larimer County Workforce Development Board that outlines the service delivery and financial relationship for co-located partners and service delivery, coordination, and 'cost sharing' for non-co-located partners.

The Larimer County WDB is comprised of regional representatives of business, education, labor organizations, community-based organizations, economic development organizations, one-stop partners, and other representatives determined by WIOA.

Relevant information on the Workforce Innovation and Opportunity Act can be found at the [U.S. Department of Labor's Employment and Training Administration](#) resource page with guidance and technical assistance tools. Below are some additional resources vendors may find useful:

- [The Workforce Innovation and Opportunity Act](#)
- [Quick Reference Guide to WIOA Joint Final](#)
- [WIOA One-Stop Partner Requirements and Access to Services](#)

## **FUNDS AVAILABLE FOR THIS PROJECT ARE NOT-TO-EXCEED \$6,000.00**

### **TIMELINE**

Contract is expected to begin on or before July 1, 2017.

### **QUALIFICATIONS**

Qualifications, at a minimum, include the following and need to be documented explicitly in the Consultant's quote:

1. Consultant must be pursuant to [20 C.F.R.§678.600](#). The types of entities that may be a one-stop operator include:
  - a. An institution of higher education;
  - b. An Employment Service State agency established under the [Wagner-Peyser Act](#);
  - c. A community-based organization, nonprofit organization, or workforce intermediary;
  - d. A private for-profit entity;
  - e. A government agency;
  - f. A Local WDB, with the approval of the chief elected official and the Governor; or

- g. Another interested organization or entity, which is capable of carrying out the duties of the one-stop operator. Examples may include a local chamber of commerce or other business organization, or a labor organization.
- 2. Consultant must have no improper, unethical, or illegal relationships or conflicts of interest between or among the respondent, the Larimer County WDB, and any other parties to this RFQ.
  - a. The respondent is responsible for disclosing, in their quote submission, any such relationships. *The Larimer County WDB reserves the right to determine the materiality of such relationships, when discovered or disclosed, and to decide whether or not respondent disqualification and/or cancellation shall be at no fault or liability to the Larimer County WDB.*

**SCOPE OF WORK**

The Consultant shall, at a minimum, provide, perform, and/or furnish the following:

- 1. Establish a process, under the direction of the WDB and in partnership with the LCWC staff, for convening the ten (10) WIOA mandated partners for the establishment, coordination, creation, and monitoring of MOUs for the upcoming program year (July 1, 2017 – June 30, 2018).
- 2. Consultant must work with the WDB to ensure that all partners are providing access to the one-stop delivery system as specified in the WIOA of 2014 and the Colorado Policy Guidance Letter (PGL) [WIOA-2016-2](#).
- 3. Implement the agreed-upon process and manage all duties related to the process including, but not limited to:
  - a. Convene partner meetings, develop meeting agendas, facilitate meetings, and prepare/distribute meeting notes.
  - b. Draft MOUs using a standard template format, obtain consensus among the affected partners, outline results of negotiated costs, track and monitor the MOUs approval, and signature processes.
  - c. Provide completed and fully executed MOUs to all mandated partners by the due date established by the Colorado Department of Labor and Employment.
  - d. Establish protocol(s), in partnership with the mandated partners, for monitoring adherence and successes achieved through the MOUs and make recommendations to the WDB as necessary.
  - e. Prepare a bi-annual report to the WDB and mandated partners regarding the progress and performance of the partnerships, as outlined in the MOUs, across the workforce system.
  - f. Provide an opportunity for all mandated partners to review the report, and provide input, prior to release and/or presentation to the WDB. Responsibility for enforcing non-compliance and/or challenge areas regarding the MOUs is held by the WDB.
  - g. Formally present the reports to the WDB, if requested.

**INSURANCE REQUIREMENTS**

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Risk Management, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.

- I. Workers' Compensation and Employers' Liability
  - A. State of Colorado: Statutory
  - B. Applicable Federal: Statutory

C.	Employer's Liability:	\$100,000	Each	Accident
		\$500,000	Disease-Policy	Limit
		\$100,000	Disease-Each Employee	

D. Waiver of Subrogation

II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

- A. Bodily Injury & Property Damage General Aggregate Limit \$2,000,000
- B. Products & Completed Operations Aggregate Limit \$2,000,000
- C. Personal & Advertising Injury Limit \$1,000,000
- D. Each Occurrence Limit \$1,000,000

Other General Liability Conditions:

1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
2. **Contractor agrees that the insurance afforded the County is primary.**
3. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.

III. Professional Liability/Errors & Omissions \$1,000,000

IV. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:

- A. Bodily Injury & Property Damage Combined Single Limit \$1,000,000

V. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.

VI. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.

VII. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

VIII. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors certificates of insurance. Such certificate must meet all requirements listed above.

**LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.**

**ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.**

**QUOTATION SUBMITTALS**

Please submit your quote, addressing each of the following items **in the order as outlined below**. As time is of the essence, **brevity is appreciated and be limited to no more than ten (10) pages**. Vendors should provide only the information requested, and present it in a clear, concise manner. Your PDF shall be one single file only. **Incomplete quotes may be rejected.**

1. Signed Signature Page (page 8).
2. Limitations of Liability: Larimer County **does not** accept any Limitation of Liability provisions within the final agreement. In this section, you **must** specifically address your firm's position on this topic, including acceptance of this.
3. Organization/Entity Information
  - a. Consultant/organization introduction
  - b. Type of organization (Corporation, Partnership, etc.)
  - c. Name, phone number and email address of the contact person
  - d. Description of background, history, and areas of expertise
  - e. Identify the Project Manager and responsibilities of all team members, if any
  - f. Provide resumes for all project personnel.
    - i. For each member of the team, describe the knowledge and experience with workforce development systems, services and programs. *An understanding of the WIOA and the workforce system is preferred*
  - g. Identify where the team will be physically located during the time they are engaged in work on this project.
  - h. Describe how this project will fit into your workload.
4. Project Information
  - a. Provide an overview of the organization or entity's previous experience facilitating large, diverse stakeholder groups to a common goal or outcome
    - i. Specific examples are encouraged
  - b. Describe your approach in navigating and resolving challenging partnerships
  - c. Based on your understanding and approach to the project, briefly outline the general tasks your organization would undertake to complete the Scope of Work, along with any additional tasks and/or products you believe are necessary
5. Project budget
  - a. Fixed price for performing all work required to satisfy requirements in the Scope of Work.
    - i. Pricing must be firm for the duration of the contract.
6. References
  - a. Provide at least three (3), but not more than five (5), references for similar projects with in the past two (2) years (Colorado locations preferred).
  - b. Include: company name, contact name, role/responsibilities and title of contact, contact phone number and email address, and project information. Identify your lead team member(s) that work(ed) with the reference.

## **EVALUATION CRITERIA**

Quote submittals will be individually evaluated by each Evaluation Committee member. The criteria below will be the basis for review of the written quotes. The rating scale shall be for available points, receiving the maximum points available per criteria would be considered an outstanding rating.

<b>CRITERIA</b>	<b>STANDARD</b>	<b>POINTS AVAILABLE</b>
<b>Qualifications, Expertise, Experience, and Consultant Availability</b>	<ul style="list-style-type: none"><li>• Does the consultant have the necessary experience and qualifications?</li><li>• Does the consultant have the availability to complete these services on-time?</li></ul>	50
<b>Project Management and Communication, and Approach</b>	<ul style="list-style-type: none"><li>• Does the consultant demonstrate commitment and ability to deliver the Scope of Work?</li><li>• Does the consultant's approach allow the Evaluation Committee to determine how the respondent will best meet the needs of the County?</li></ul>	45
<b>Price</b>	<ul style="list-style-type: none"><li>• Is the consultant's proposed project budget and fee structure competitive, reasonable, and advantageous to Larimer County?</li></ul>	25
<b>MAXIMUM POSSIBLE POINTS = 120</b>		

## **AGREEMENT**

A Sample of Larimer County's "Professional Services Agreement" is included with this Request for Quotation as Attachment A - Professional Services Agreement. Any exceptions or requested additions to the attached agreement must be stated and submitted with your quote; these requests will not be accepted after the Request for Quotation has closed. The County makes no guarantee of any changes or concessions, but will review and consider all requests submitted.

## **NOTE: LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.**

The County, at its sole option, may offer to extend this Contract for up to four (4) additional one-year terms. The extension option may be exercised providing satisfactory service is given, and must be mutually agreed upon in writing, by and between the County and the Consultant.

# SIGNATURE PAGE

ADDENDA:

The Vendor acknowledges the receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____

The undersigned certifies that he/she has examined the specifications and instructions to bidders and has submitted a bid in full compliance and without collusion with any other person, individual or corporation.

The undersigned further certifies that he/she is or is trying to participate in the "E-Verify" program, an electronic program provided via U.S. Citizenship and Immigration Services, through which employers verify the employment eligibility of their employees after hire. Visit the link below for more information.

<http://www.uscis.gov/e-verify>

The undersigned certifies that you have verified that you do not employ illegal aliens, and that you shall not knowingly employ an illegal alien to perform work.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

For further information regarding this request for quote, please contact Les Brown, Purchasing Agent, at (970) 498-5954, or [brownxld@larimer.org](mailto:brownxld@larimer.org).

**LARIMER COUNTY, COLORADO**  
**LARIMER COUNTY WORKFORCE CENTER ONE-STOP OPERATOR AGREEMENT**  
**PROFESSIONAL SERVICES**  
**(Q17-07)**

THIS AGREEMENT is made effective as of the \_\_\_\_day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Larimer County Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521, hereinafter referred to as the "County" and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Consultant".

**The County and the Consultant for the consideration hereinafter set forth agree as follows:**

**SECTION I - SERVICES OF THE CONSULTANT**

The Consultant shall serve as the County's Consultant and shall provide One-Stop Operator services which are described in the Request for Quotation titled Q17-07 Larimer County Workforce Center One-Stop Operator and the Consultant's quote in response, incorporated by reference herein. Consultant agrees to be bound by and to perform in accordance with the aforementioned documents.

The Consultant shall obtain, and maintain continuously for the term of this contract, at its expense, the insurance described in the Request for Quotation. The Consultant is not relieved of any liability or other obligations assumed pursuant to this contract by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

**SECTION II – TERM**

The term of the contract shall be from the contract execution date through June 30, 2018.

The County at its sole option may offer to extend this contract for up to four (4) additional one-year terms. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the Consultant.

**SECTION III - INDEPENDENT CONSULTANT**

In performing the work under this Agreement, the Consultant acts as an independent Consultant and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance. The personnel employed by the Consultant are not and shall not become employees, agents or servants of the County because of the performance of any work by this Agreement.

**SECTION IV - THE COUNTY'S RESPONSIBILITIES**

**The County shall:**

- A. Provide information as to its requirements for the project.
- B. Give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the project.

## **Attachment A - Professional Services Agreement**

- C. Assist the Consultant in obtaining approval from all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- D. Furnish, or direct the Consultant to provide at the County's expense, necessary additional services.

### **SECTION V - MUTUAL UNDERSTANDINGS OF THE COUNTY AND THE CONSULTANT**

- A. This Agreement does not guarantee the Consultant any work except as authorized in accordance with Section I above, or create an exclusive contract for services.
- B. All of the services contemplated under this Agreement are personal and shall not be assigned, sublet or transferred without the written consent of the County.
- C. The Consultant and any and all of its personnel utilized by the County under the terms of this Agreement shall remain the agents and employees of the Consultant and are not, nor shall be, agents or employees of the County.
- D. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Termination of this agreement due to future non-appropriation shall not be considered a breach or default by County. Nothing in this agreement shall be deemed a waiver of any provision of the Colorado Governmental Immunity Act.

### **SECTION VI - PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the County shall pay the Consultant for services furnished, according to the billing rates as submitted in the Consultant's quote. See the **Project Budget (Exhibit )** attached.

Invoices will be submitted by the Consultant monthly for services performed and expenses incurred pursuant to this Agreement during the prior month.

### **SECTION VII - INDEMNIFY AND HOLD HARMLESS PROVISION**

The Consultant agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities or property caused or sustained by any person(s) as a result of any intentional or negligent act by Consultant or failure of Consultant to perform this Agreement according to its terms.

### **SECTION VIII - CHARTER, LAWS AND ORDINANCES**

The Consultant, at all times, agrees to observe all Federal and State laws, and Resolutions or ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work as contemplated under this Agreement.

The Consultant, at all times, agrees to comply with all provisions set forth in **Exhibit A which by this reference is incorporated into this Agreement.** All other provisions of this Agreement, including those in

all exhibits and documents incorporated by reference, shall be applicable regardless of the dollar amount of this contract.

**SECTION IX - TERMINATION FOR CONVENIENCE OF THE COUNTY**

A. The County may terminate this Contract in its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving Consultant notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, Consultant shall take all actions necessary to effect the termination of this Agreement on the date specified in the termination notice and to minimize the liability of Consultant and County to third parties. All such actions shall be subject to prior approval of the County and shall include, without limitation, the following:

- i. Halting the performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
- ii. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
- iii. Terminating all existing orders and subcontracts;
- iv. At County's direction, assigning to County any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- v. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
- vi. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
- vii. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Consultant and in which the County has or may acquire an interest.

B. In the event of termination for convenience, Consultant will be paid for work completed pursuant to this Agreement prior to such termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in this Agreement. Consultant shall also, within 30 days after the termination date, submit to County an invoice for reasonable actual expenses incurred by Consultant for its actions taken, with prior approval from County, pursuant to Section IX(A) above.

C. In no event shall County be liable for costs incurred by Consultant or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the Sections IX (A) and (B) above. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable and authorized under such Sections IX (A) and (B) above.

D. In arriving at the amount due to Consultant under this Section, County may deduct:

## **Attachment A - Professional Services Agreement**

- i. All payments previously made by County for work or other services covered by Consultant's final invoice;
- ii. Any claim which County may have against Consultant in connection with this Agreement;
- iii. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (C); and
- iv. In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

### **SECTION X - CHANGE ORDERS OR EXTENSIONS**

The County may, from time to time, require changes in the scope of the services of the Consultant to be performed herein. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written Change Orders or Extensions to this Contract.

If Larimer County orders or directs any additional compensable work to be performed by the Consultant, Larimer County will reimburse the Consultant for the Consultant's costs on a periodic basis for all additional directed work until a change order is finalized. However, in no instance shall periodic reimbursement be required before the Consultant has submitted an estimate of costs.

### **SECTION XI - EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Consultant will cause the foregoing provisions to be inserted in all sub consultants for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or sub consultants for standard commercial supplies or raw materials.
- C. The Consultant agrees to comply with such rules, regulations or guidelines as the County, State or Federal agencies may issue to implement these requirements.
- D. The Consultant shall be licensed as required by law.

**SECTION XII – ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES**

Consultant certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. §8-17.5-102(5)(c). Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the County within three days if Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Consultant participates in the Department program, Consultant shall deliver to the County a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Consultant fails to comply with any requirement of this provision or C.R.S. §8-17.5-102 et seq., the County may terminate this Agreement for breach and, if so terminated, Consultant shall be liable for damages.

**SECTION-XIII - LICENSING**

The Consultant shall be licensed as required by law.

**SECTION XIV - SPECIAL CONDITIONS**

The Contract Administrator for this contract shall be **NAME, TITLE**, and he can be reached by phone at **970-XXX-XXXX**, and by email at **\_\_\_\_\_**. The Contract Administrator does not have the authority to alter or modify the terms of this Agreement.

**SECTION XV - INSPECTIONS, REVIEWS AND AUDITS**

- A. During all phases of the work and services to be provided hereunder the Consultant agrees to permit duly authorized agents and employees of the County, to enter the consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.
- B. Consultant and its sub consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment, for inspection by Larimer County and copies thereof shall be furnished if requested.

**SECTION XVI - REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein and to perform the duties and obligations described herein.

**SECTION XVII – DEBARMENT LIST**

The Consultant certifies by signing this document that neither the Consultant, the organization nor its principals, are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

**SECTION XVIII – DEFAULT**

If Consultant defaults in any obligation under this contract, Consultant shall be liable for all costs, expenses and payment incurred by the County including any reasonable expenses for attorney's bills.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Larimer County Work Center

By: \_\_\_\_\_  
Joan Friedman  
Workforce Center Director

CONTRACTOR: \_\_\_\_\_

Signature: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Signatory Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

EXHIBIT A

**FEDERALLY-FUNDED PROJECTS**

For Funds awarded after December 26, 2014

This attachment is expressly incorporated into the foregoing agreement (“Agreement”) between Larimer County (“County”) and \_\_\_\_\_ (“Consultant”). The parties acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200.

The following provisions are incorporated into the Agreement:

**1. Default and Remedies.**

- a. Consultant’s failure to fulfill in a timely and proper manner its obligations under this Agreement, or Consultant’s violation of any of the covenants, agreements, or stipulations of the Agreement, shall constitute an Event of Default under this Agreement. The following shall also constitute an Event of Default:
  - i. Consultant (a) is generally not paying its debts as they become due; (b) files or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; (c) makes an assignment for the benefit of its creditors; (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant’s property; or (e) takes action for the purpose of any of the foregoing.
  - ii. A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant’s property; (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; or (c) ordering the dissolution, winding-up or liquidation of Consultant.
- b. On or after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate the Agreement or seek specific performance of all or any part of the Agreement. In addition, County shall have the right, but no obligation, to cure or cause to be cured any Event of Default on behalf of the Consultant; and in such event Consultant shall pay to County on demand all costs and expenses incurred by County in effecting such cure. County shall have the right to offset from any amounts due to Consultant under the Agreement or any other agreement between County and Consultant all damages, losses, costs and expenses incurred by County as a result of such Event of Default, including reasonable attorney fees and costs.
- c. In the event County elects to terminate the Contact on or after any Event of Default, any such termination will be made by giving Consultant notice in writing. Termination will be effective immediately unless otherwise specified in the notice of termination. In such an event, all finished or unfinished work, documents, data, studies, and reports by Consultant under the Agreement shall, at the option of County become its property. Subject to offset as set forth

## Attachment A - Professional Services Agreement

above, Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

- d. If, after termination for any Event of Default, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for convenience of County as set forth below.

### 2. **Termination for Convenience.** *(applicable if the Agreement is in excess of \$10,000)*

- a. The County may terminate this Agreement in its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving Consultant notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, Consultant shall take all actions necessary to effect the termination of this Agreement on the date specified in the termination notice and to minimize the liability of Consultant and County to third parties. All such actions shall be subject to prior approval of the County and shall include, without limitation, the following:
  - i. Halting the performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
  - ii. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
  - iii. Terminating all existing orders and subcontracts;
  - iv. At County's direction, assigning to County any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - v. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
  - vi. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
  - vii. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Consultant and in which the County has or may acquire an interest.
- b. In the event of termination for convenience, Consultant will be paid for work completed pursuant to the Agreement prior to such termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the Agreement. Consultant shall also, within 30 days after the termination date, submit to County an invoice for reasonable actual expenses incurred by Consultant for its actions taken, with prior approval from County, pursuant to section 2(a) above.
- c. In no event shall County be liable for costs incurred by Consultant or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the Sections 2 (A) and (B) above. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution

## Attachment A - Professional Services Agreement

of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable and authorized under such Sections 2 (A) and (B) above.

- d. In arriving at the amount due to Consultant under this Section, County may deduct:
- i. All payments previously made by County for work or other services covered by Consultant's final invoice;
  - ii. Any claim which County may have against Consultant in connection with this Agreement;
  - iii. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (C); and
  - iv. In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

3. **Equal Employment Opportunity.** *(applicable if the Agreement is a "federally assisted construction project" in excess of \$10,000)*

During the performance of this Agreement, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

## Attachment A - Professional Services Agreement

- d. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Consultant will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### 4. **Compliance with the Copeland "Anti-Kickback" Act.**

- a. Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- b. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above, and any other such clauses as CDBR-DR may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower-tier subcontractor with these clauses.

## Attachment A - Professional Services Agreement

- c. Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. §5.12.

5. **Compliance with Davis-Bacon Act.** *(applies to prime construction Agreements in excess of \$2,000)*

- a. The Consultant shall comply with 40 U.S.C. 3141-3144 and 40 U.S.C. 3146-3148, as supplemented by 29 C.F.R. pt. 3.
- b. All laborers and mechanics employed by Consultant or subcontractors on construction work assisted under this Work Authorization, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

6. **Contract Work Hours and Safety Standards Act.** *(applicable if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers)*

The Consultant shall comply with the following:

- a. Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Consultant and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant

## Attachment A - Professional Services Agreement

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

- e. Work Conditions. The requirements of 40 U.S.C. 3704 are applicable to construction work. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### 7. **Clean Air Act and Clean Water Act.** *(applicable if the Agreement is in excess of \$150,000)*

- a. Clean Air Act.
  - i. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act at 42 U.S.C. § 7401 et. seq.
  - ii. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, CDBG-DR, and the appropriate Environmental Protection Agency Regional Office.
  - iii. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with a Federal award.
- b. Federal Water Pollution Control Act.
  - i. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.
  - ii. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, CDBG-DR, and the appropriate Environmental Protection Agency Regional Office.
  - iii. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with a Federal award.

### 8. **Debarment and Suspension.**

- a. Consultant affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.
- b. If the Agreement is for \$25,000 or more, it is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000, and the following apply:
  - i. The Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
  - ii. The Consultant must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - iii. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the State of

## Attachment A - Professional Services Agreement

Colorado and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- iv. Throughout the period of this Agreement, Consultant agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C. The Consultant agrees to include a provision requiring such compliance in its lower tiered covered transactions.

### 9. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in CERTIFICATION REGARDING LOBBYING, 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining an Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### 10. **Procurement of Recovered Materials.**

- a. In the performance of this Agreement, where the purchase price of a product exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - ii. Meeting Agreement performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf>.

### 11. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- a. If subcontracts are to be let, Consultant must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

## **Attachment A - Professional Services Agreement**

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **12. No Obligation by Federal Government.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the Agreement.

### **13. Energy Efficiency.**

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201). The Consultant agrees to include this clause in each third-party subcontract financed in whole or in part with federal assistance.