



---

**Request for Proposal (RFP)**  
**Pre-qualification Package**  
**Housing Development Division**  
**Architectural Barrier Removal Program**

Thank you for your interest in becoming a pre-qualified contractor. This package contains information you will need to get started.

- As a selected pre-qualified contractor, you will be eligible to provide specialized services for the Architectural Barrier Removal Program.
- Currently, there are 4 pre-qualified contractors on the rotational list. The Housing Development Division will place up to 2 additional pre-qualified contractors on the rotational list.

**Please read the information contained in the package completely.**

**MANDATORY MEETING: MONDAY,**  
**November 17, 2014 AT 1PM**  
**Location: 30 S Nevada Ave Ste 604**  
**City Administration Building**

**If you do not attend this meeting and sign in, you cannot submit an RFP.**

**RFP DUE Thursday, December 4, 2014 BY**  
**1PM**

**A COMPLETE PRE-QUALIFICATION PACKAGE MUST BE SUBMITTED TO THE ADDRESS BELOW AND MUST INCLUDE THE FOLLOWING:**

- Pre-qualification Criteria form
- A copy of your General Contractor's license (A, B or C)
- If applicable, a copy of your business license,  
(<http://www.springsgov.com/page.aspx?NavID=1100>)
- A copy of your Certificate of General Liability Insurance
- A copy of Workman's Compensation Insurance, if you have employees
- Policy Related to Completion Time - *Signed*
- Contractor's Qualification Statement - *Signed*
- HB 1023 Affidavit - *Signed*
- Certification of Compliance with **Equal Opportunity Clause** - *Signed*
- Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. - *Signed*

**Please make a copy of each of these documents for your files before returning them to our office.**

**BASIS OF AWARD**

**The City of Colorado Springs intends to award the additional contracts resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer conforming to the solicitation, will be most advantageous to and in the best interest of the City of Colorado Springs, cost or price and other factors considered. Selection will be at the sole discretion of the City.**

**Pre-qualified contractors will be contacted directly by Housing Development Division staff.**

---

You may drop off the Prequalification Package to the address below:

**City of Colorado Springs  
Housing Development Division  
30 S Nevada Ave Ste 604  
Colorado Springs, CO 80903  
Telephone 719-385-6880**

Equal Housing Opportunity  
The City of Colorado Springs Supports Fair Housing

The City of Colorado Springs does not discriminate against any person because of Race, Color, Religion, Sex, Sexual Orientation (includes transgender status), Disability, Marital Status, Familial Status, National Origin, Ancestry or Creed.



## Program Description

The Architectural Barrier Removal Program is a grant program offered to disabled persons with low- and moderate-income within the City of Colorado Springs and El Paso County. General Contractors selected to be on the rotational list will be expected to do the following:

- Meet the client and Redevelopment Specialist on site for the initial inspection
- Schedule XRF or asbestos testing with approved Housing Development Division service providers
- Prepare a written line item cost proposal including any required mitigation, anticipated project start and completion dates, and a total project cost.
- Meet with the client to discuss the work write up, testing results or other administrative documents and obtain client signatures on each document.
- Submit signed documentation to the Redevelopment Specialist for approval (Notice to Proceed will be issued by the Redevelopment Specialist).
- Obtain all required permits
- Prepare change orders when required and submit to Redevelopment Specialist for approval
- Request a final inspection with Redevelopment Specialist. At the final inspection provide:
  - Final line item invoice with all change order amounts
  - Signed lien release(s)
  - Signed permit approval (if applicable)
  - Lead hazard clearance (if applicable)

All jobs must be completed within thirty (30) days or less from the Notice to Proceed

Contractors must follow the most current version of the General Specifications Manual.

Contractors are limited to a maximum of four (4) projects at one time. Emergency Repair and Lights and Locks for Seniors projects are not included in the project maximum. Architectural Barrier Removal projects will count toward the four (4) project maximum.

Contractors are expected to bill once per project at substantial completion. Any punchlist items requiring correction must be completed prior to authorization for payment. Progress draws will not be allowed, except under special circumstances as determined by the Redevelopment Specialist.

---

## Contractor Expectations

Customer service is extremely important to the Housing Development Division. The following is expected from contractors working for the Division:

- Courteous behavior
- On time arrival
- Clean appearance
- Clean job site

Contractor must comply with the Contractor Policy document.

---

### PLEASE COMPLETE THE FOLLOWING:

1. Architectural Barrier Removal Work Description Items – See Exhibit One
2. Do you offer a labor warranty?  Yes  No
  - a. How long is the labor warranty for? \_\_\_\_\_

# **POLICY RELATED TO COMPLETION TIME**

If a pre-qualified contractor fails to complete a project within the agreed upon timeframe, as determined by the Housing Development Division, no additional projects will be offered to the contractor until that job is completed. If the pre-qualified contractor's performance consistently reflects a disregard for completing projects within established timeframes, he/she will be removed from the pre-qualified contractor list.

Please acknowledge receipt of this policy by signing below. Only contractors who have acknowledged receipt of this policy will be considered for prequalification.

Acknowledgment:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

# CONTRACTOR'S QUALIFICATION STATEMENT

## CITY OF COLORADO SPRINGS HOUSING DEVELOPMENT DIVISION

The Contractor's Qualification Statement is an important factor in becoming pre-qualified for the Architectural Barrier Removal Program.

All questions on the form must be answered and information given must be clear and complete.

The Contractor's pre-qualification eligibility will be based on a review of the information contained in the complete package, including documents listed and previous work performance.

The undersigned certifies under oath that all information provided is true, correct, and complete to the best of his/her knowledge and belief.

Company Name:		Tax ID #:
Contact:		Title:
Location:		Zip:
Mailing Address:		Zip:
Email Address:		Home Phone:
Office Phone:	Cell Phone:	Fax:
Principal's Name:		Title:
Residence:		Zip:
Social Security # (Required if you do not have a current valid Tax ID#.		Phone:

NOTE: Attach a separate sheet if needed.

1. How many years have you been in business as a contractor? \_\_\_\_\_
2. How many years have you been in business under the present name? \_\_\_\_\_  
If less than five (5) years, list previous company names: \_\_\_\_\_
3. The business is it a (*check one*):  Corporation    Partnership    Individual    Joint Venture
4. If a **corporation**, answer the following:  
Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_  
President: \_\_\_\_\_ Vice President: \_\_\_\_\_  
Secretary or Clerk -Treasurer: \_\_\_\_\_
5. If **individual, partnership, or joint venture**, list all members and provide their home address below:  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_
6. If the company is a partnership, it is a  General Partnership    Limited Partnership

7. We normally perform, \_\_\_\_% of the work with our own employees. List trades performed:

\_\_\_\_\_

\_\_\_\_\_

8. Have you ever failed to complete any work awarded to you?  Yes  No

If yes, note when, where, and why below:

\_\_\_\_\_

\_\_\_\_\_

9. Has any officer or partner ever failed to complete a construction contract?  Yes  No

If yes, state circumstances:

\_\_\_\_\_

\_\_\_\_\_

10. List addresses and owners of construction projects you presently have in process:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. List addresses and owners of the major projects you have completed in the past five (5) years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. List the construction experience of the principal individuals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. Previous Employment:

Name of Employer \_\_\_\_\_ Years \_\_\_\_\_

Address \_\_\_\_\_

I/we hereby certify that all information contained herein, or referenced, is true, correct, and complete to the best of my knowledge and belief. I/we (individuals, partners, principals, the corporation) are not now, nor have we been in the past, on any known contractor's debarment list. By submitting this statement, we agree to notify the Housing Development Division if I/we are placed on a debarment list at any time while bidding/contracting on City of Colorado Springs, and/or Housing Development Division projects.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## HB 1023 Affidavit

I, \_\_\_\_\_, swear or affirm under the penalty of perjury pursuant to the laws of the State of Colorado that (check **one**):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is received.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***HB 1023 states:***

*Except as otherwise provided in subsection (3) of this section or where exempted by federal law, on and after August 1, 2006, each agency or political subdivision of the state shall require the lawful presence in the United States of each natural person eighteen years of age or older who applies for state or local public benefits or for federal public benefits for the applicant.*

***HB 1343 states:***

*A state agency or political subdivision shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.*

**CERTIFICATION OF COMPLIANCE  
WITH EQUAL OPPORTUNITY CLAUSE**

Affirmative Action Statement regarding employer-employee relationships

This Certification of Compliance applies to the Contractor's policy towards achieving the objectives of Executive Orders 11246 and 11625 and other applicable Federal laws related to employer/employee relationships while bidding and contracting on projects made available through the City of Colorado Springs, Housing Development Division.

**STATEMENT OF POLICY**

It is the established policy of the \_\_\_\_\_ (Company Name) that recruitment, compensation, benefits, promotions, transfers, termination's, demotions, lay-off, recall from lay-off, and discipline are administered without regard to race, color, religion, national origin, sex or age, except where sex or age is a bona fide occupation.

---

At the present time the make-up of our company consists of the following personnel:

---

---

---

---

If we need to expand our personnel in the future, we will make a good-faith effort to recruit trainees and prospective employees from the minority segment of our population.

In the event subcontractors are used, we will actively solicit bids from subcontractors from available minority subcontractors.

---

Acknowledged By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**EQUAL OPPORTUNITY CLAUSE**  
**THE FOLLOWING EQUAL OPPORTUNITY SHALL BE INCLUDED IN EACH**  
**GOVERNMENT CONTRACT ENTERED INTO BY THE DEPARTMENT**

**During the performance of this contract, the contractor agrees as follows:**

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 or national origin. Such action shall include, but not to 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor 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.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government 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.
7. The contractor will include the provision of Paragraphs (1) through (7) 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 contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED,  
12 U.S.C. 1701U.**

- A) The work to be performed under this contract is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR---, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C) The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- D) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR---. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulation under 24 CFR-- and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR--, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR--135.

I acknowledge that I have received and understand Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.

-----  
Signature

-----  
Date

-----  
Company Name

**PRE-QUALIFIED CONTRACTORS ON-CALL SERVICES**  
**Housing Development Division Pre-qualification**

1. In order for a contractor to provide services for the Architectural Barrier Removal Program for the Housing Development Division, he/she must be pre-qualified.
2. The Housing Development Division will process the pre-qualification package submitted by the contractor and make a determination of acceptance or rejection. The contractor will be notified of the determination within ten (10) calendar days of the end of the pre-qualification posting period.
3. Pre-qualified lists will be maintained for a period of one (1) calendar year. The City and the Housing Development Division in its sole discretion reserve the right to extend the on-call lists for up to four (4) additional one (1)-year option periods.
4. The City and the Housing Development Division may solicit for additional on-call service providers on an annual basis if it determines that it is in its best interest to do so.

**UTILIZING THE ON-CALL LISTS**

1. It is the Housing Development Division's intent to develop a pre-qualified list. Services or orders will be placed on a rotational basis. However, availability, prices and other factors such as responses to previous call outs, quality of work, etc. will also be considered.
2. Contractors must complete the attached Contractor Contact Summary sheet providing all required information.
3. The pre-qualified on-call contractor must submit a complete invoice for all work ordered by the Housing Development Division. The invoice must contain a Work Description with a line item-by-line item cost breakdown for all of the work provided utilizing the rates and markup percentages indicated in the prequalification submittal.

**GENERAL PROVISIONS**

1. The contractor will supervise and direct the work using its best skill and attention. The contractor is solely responsible for all means, methods, techniques and construction procedures, and for coordinating all portions of the work.
2. The contractor will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other services or facilities necessary to execute and complete the work unless otherwise noted in the work description.
3. The contractor understands the importance of maintaining a professional public appearance when conducting work under this contract.
  - A. At the work site, the contractor will enforce strict discipline and good order among its employees and will not employ any unfit person or anyone not skilled in the task assigned.
  - B. The contractor will keep the work site free from any accumulation of waste materials or

rubbish. At the completion of the work, the contractor must:

- a. Remove all waste materials and rubbish from the work site, including all packaging materials and labels on installed components. Evidence of compliance with energy or water conservation provisions will be submitted to the Housing Development Division as applicable.
  - b. Remove all of contractor's tools, construction equipment, machinery and surplus materials
  - c. The contractor will leave the work site "broom clean" or its equivalent, unless otherwise noted in the work description.
4. The contractor warrants that all materials and equipment incorporated in the work will be new, unless otherwise noted in the work description. The contractor further warrants that all work will be of good quality, free from faults and defects and in conformance with the work description. Any work not meeting these standards will be deemed defective.
  5. The contractor will give all notices and comply with all laws, ordinances, rules, regulations and orders regarding the work issued by any public authority including, but not limited to, the following:
    - A. All sales, consumer, use, or other similar taxes required by law
    - B. All permits, fees and licenses necessary to complete the work
  6. The contractor will be responsible for the acts and omissions of its employees, agents or subcontractors, their agents or employees and for any other person performing any work or supplying any materials to the contractor for the work.
  7. The contractor agrees that the contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action or any liability whatsoever resulting from or arising out of, or in connection with the contractors obligations or actions under this contract.
  8. In the performance of the contractor's work obligations, it is understood, acknowledged and agreed that the contractor is at all times acting and performing as an Independent Contractor. The City shall neither have nor exercise any control or direction of the manner and means by which the contractor performs the work obligations under this contract, except as otherwise stated within this contract and the work description. The contractor and its employees, agents, servants or other personnel understand and agree that they are not City employees. The contractor is solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the contractor or any of its employees, agents, servants or other personnel who directly or indirectly perform services or work under this contract. It is expressly understood and agreed that neither the contractor nor the contractor's employees, agents, servants or other personnel are entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits.

9. The contractor represents that the contractor, the contractor's agent or representative is familiar with the typical conditions under which the work will be performed.
10. The contractor must immediately inform the Redevelopment Specialist whenever the contractor becomes aware of a dispute with any subcontractor.
11. Payment shall not be made until the final inspection has been completed with no deficiencies, the contractor has supplied warranties for all appliances and mechanical equipment, lien waivers have been provided and a final inspection (if applicable) has been completed by the Pikes Peak Regional Building Department.
12. Regardless of any remedy-granting provision in the contract, the contractor will not be entitled to and expressly waives any right to, additional compensation for any additional compensable work performed under this contract, unless the contractor has been given a written change order prior to performing the additional work.
13. The contractor must correct any work which fails to conform to the requirements and specifications of the contract documents.
14. Upon notice from the Redevelopment Specialist the contractor must remedy defects due to faulty materials, equipment or workmanship within a reasonable time.
15. The contractor must remedy any defects due to faulty materials, equipment or workmanship which appear within one (1) year or within the warranty period stated by the contractor in this RFP, whichever is greater, after the work has been completed or within a longer period of time as permitted by law or by the terms of any special guarantees. These provisions apply to work performed by the contractor, its employees or any subcontractor.
16. The contractor shall not assign this contract or any of the payments that become due hereunder without prior written permission of the City.
17. This contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdictions shall exclusively be in the District Court for the Fourth Judicial District of Colorado. The contractor shall insure that the contractor and its employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State and Local laws and regulations as now written or as amended. Further the contractor agrees to honor the provisions of the following attachments if applicable:
  - A. Equal Opportunity Clause
  - B. Lead-based paint
  - C. Federal Labor Standards Provisions
18. The contractor is responsible for assuring that permits are obtained for all work as per the Pikes Peak Regional Building Department. Contractors that are found to have completed work without

the required permit(s) will be immediately removed from the pre-qualification list(s) and suspended from providing services to the Housing Development Division and the City of Colorado Springs for a minimum period of one (1) year in accordance with the City's Procurement Rules and Regulations.

19. If a contractor fails to honor an awarded project, he/she will be notified verbally and in writing that it is his/her first declined project.
20. A contractor who fails to honor two (2) projects in any twelve (12) month period will be suspended from the on-call list for a period of one (1) year. The contractor will be notified of the suspension verbally and in writing.
21. If an otherwise qualified contractor has failed to complete a project within a reasonable time frame, as determined by the Housing Development Division, no additional projects will be awarded to him/her until that job is completed and their name is next in line on the rotational list(s).
22. If a contractor's performance consistently reflects a disregard for project start and/or completion dates, as determined by the Housing Development Division, he/she will no longer be considered a qualified bidder and will be suspended from providing services for the Housing Development Division for a period of one (1) year. Upon the removal of the suspension, the contractor will start as a new contractor with the Housing Development Division; however additional scoring points will not be awarded for RFQs.
23. If customer feedback reflects a contractor's constant disregard for or lack of professionalism or if there is a noticeable disregard for quality of work, the contractor will be suspended from providing services for the Housing Development Division for a period of one (1) year. Upon the removal of the suspension, the contractor will start as a new contractor with the Housing Development Division; however additional scoring points will not be awarded for RFQs.
24. Contractors who are actively providing services as a result of this pre-qualification with the Housing Development Division are responsible for providing the Housing Development Division Office Specialist with updated and current copies of their Worker's Compensation Insurance, General Liability Insurance, and Contractor's License. If any of these items lapses, no additional projects will be awarded until the updated information is received.
25. **ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES**  
Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes:

The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or Enter into a contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this contract. In The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment

screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 et seq, the City may terminate this Contract for breach of contract. If this contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

